MARIPOSA COUNTY

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

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

AGENDA of the **BOARD OF SUPERVISORS**

Meetings convene at 9:00 a.m., the first four Tuesdays of each month, at the Mariposa County Government Center, Board Chambers at 5100 Bullion Street.

Board may take action sitting as the Board of Supervisors, or as the governing body of: County Service Area 1M (Don Pedro); Mariposa Pines Sewer Zone; Sewer Zone (Don Pedro); Coulterville Sewer and Water Zone; Vehicle Parking District No. 1 of Mariposa County; Wawona County Services Area 2-W; Hornitos Lighting District; Mariposa Lighting District; Coulterville Lighting District; Mariposa Air Pollution Control District; Yosemite West Maintenance District; Mariposa County Water Agency; Local Transportation Commission; Countywide Service Area; Mariposa County In-Home Supportive Services Public Authority; and the Mariposa County Public Finance Corporation.

Citizens wishing to schedule matters for Board consideration or to appear before the Board must contact the Clerk of the Board in writing stating the action requested, sponsoring department, and requested date. Appropriate requests will be scheduled as time allows. Submission deadline is on Friday prior to noon (11 days in advance of meeting), so that the Agenda can be processed and packages available on Thursday for the following week's meeting. One copy of all supporting materials must be submitted.

Public Comment on Non-Agenda Items: The law provides the opportunity for the public to be heard on any item within the subject matter jurisdiction of the Board, either before or during consideration of an item. For items on the agenda, this will be at the time the item is called by the Chair. For all other items, the public comment time at the start of each meeting is appropriate. Speakers are limited to five minutes. Please note that state law does not allow action to be taken on any item not appearing on the Agenda unless the action is otherwise authorized by Government Code Section 54954.2(b) which permits items not on the Agenda to be acted upon as delineated in Section 54954.2(b).

Agendas and supporting documentation generally are available for review on the Thursday prior to the Board meeting, as soon as it is completed, at the Mariposa County Government Center. They are also available online at: www.mariposacounty.org/bosagendas.

PLEASE SILENCE CELL PHONES.

June 1, 2021
AMENDED AGENDA

BOARD MEETINGS ARE OPEN TO THE PUBLIC AT THIS TIME

For those who do not wish to attend the meeting in person, the following public comment options continue to be offered during the pandemic pursuant to the Governor's Executive Order N-29-20, which relaxed certain provisions of the Brown Act to allow a local legislative body to make public meetings accessible telephonically to all public members seeking to observe and address the Board.

Audio of the meeting will stream on the internet as normal, however, please be advised that it lags 1-4 minutes behind the meeting and is not real-time. Consequently, members of the public who wish to participate from off-site are invited to do so by submitting written comments (instructions follow) or by joining the teleconference by calling:

1 (224) 501-3412; access code 380-677-133

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board's Office.

Please note that all callers will be limited on their speaking time, and will be muted before and after public comment periods

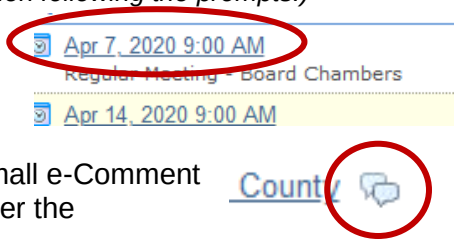
WRITTEN COMMENTS:

Written comments may be submitted via email, webform, or e-comment.

1) **Email**
   - Send an email to the Clerk of the Board at board-clerk@mariposacounty.org with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM".
     a. *To ensure distribution to the Board members prior to their consideration of the agenda, please send your email before Monday at 5 PM.*
     b. *All emails will be attached to the Minutes.*

2) **Webform**
   - Type your comment into the form on the County's website located at http:///www.mariposacounty.org/publiccomment. Click submit when finished.
     a. *Comments will be distributed to the Board members. As with emails, it is best to send your comments before Monday at 5 PM.*
     b. *All comments will be attached to the Minutes.*

3) **E-Comment (requires an account and log in.)**
   - Go to the Board of Supervisors meeting page at http://www.mariposacounty.org/bosagendas
   - Log in.
     (If you do not already have an account, you will need to first register for one by clicking on "Register" in the upper right corner of the page and then following the prompts.)
   - From the list of meeting dates, click on the correct meeting date. You will be presented with the agenda in an interactive format**.**



   - Locate the description of the particular item for which you wish to comment, then click on the small e-Comment icon (two dialog bubbles) placed immediately after the description**.**
     a. *E-Comments are distributed to the Board members and post to that item's meeting page.*
     b. *All comments will be attached to the Minutes.*

(Please note that while comments may also be sent via U.S.P.S. Mail to PO Box 784, Mariposa, California 95338, that method is not recommended as there is a high likelihood that it will not be received prior to the meeting.)

Persons who, due to a disability, need assistance or special accommodations in order to participate in this meeting should, as soon as possible prior to the meeting, contact the Clerk of the Board at (209) 966-3222, option 2 (voice) or email board-clerk@mariposacounty.org to request special accommodations for persons with disabilities.

A. Call to Order and Roll Call

9:00 AM Meeting Called to Order at the Mariposa County Government Center

B. Pledge of Allegiance

C. Introductions

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

NOTE: *The Consent Agenda consists of items that are generally viewed as non-controversial and routine by the department. If the Board wishes to discuss an item, it will be removed from the Consent Agenda and moved to the end of the timed agenda; or, at the Chair's discretion, may be taken in conjunction with another item scheduled by the respective department; otherwise, the Consent Agenda items are generally approved in one single motion. This is the appropriate time for the public to advise the Chair of any comments to the Consent Agenda, or to request that the Board consider removing an item from the Consent Agenda.*

CA1. **Health and Human Services**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, May 11, 2021

CA5. **District Attorney/Victim Witness**

Approve a Three-Year Operational Agreement with Mountain Crisis Services, a Program of Alliance for Community Transformations, Inc., to Provide Assistance to Mariposa County Residents who Are Victims of Domestic Violence, Sexual Assault, Dating Violence, Human Trafficking and Stalking; and Authorize the District Attorney to Sign the Agreement

CA6. **HHS/Behavioral Health & Recovery Services**

Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed $450,000 to Provide Counseling Services for Mental Health Clients; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **HHS/Behavioral Health & Recovery Services**

Approve a Three Year Agreement with ENA Healthcare Services, LLC (Formerly Dba TeleQuality Communications, Inc.) for the Provision of a Discounted Point to Point Computer Connection and Direct Internet Access Backup for the

Coulterville Office; and Authorize the Board of Supervisors Chair to Sign the Agreement and the Certificate of Exemption

CA8. **HHS/Behavioral Health & Recovery Services**

Approve an Amendment to Agreement with Aurrera Health Group, LLC to Provide Services to Implement the ACES Aware Program, Extending the Term to September 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **HHS/Behavioral Health & Recovery Services**

Approve First Amendment to Agreement for Consulting Services with Cole Communications to Include Technical Assistance for the ACES Program, Extending the Term of the Agreement to September 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **HHS/Fiscal**

Approve Budget Action Transferring Funds Within the Health and Human Services Agency Budgets for Fiscal Year 2020-2021 Year End Balancing Adjustments ($10,294)

CA11. **Public Works**

Increase Extra Help Hours from 999 to 1,200 for One (1) Extra Help Employee Assigned to the Solid Waste Division Within the Public Works Department

CA12. **Treasurer-Tax Collector-County Clerk**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for September 9, 2021

E. Board Recognitions

1. **Board of Supervisors**

Proclaim June 5Th, 2021 as "Trails Day" (Supervisor Menetrey)

2. **HHS/Community Services**

Proclaim the Month of June, 2021, as "Elder and Dependent Adult Abuse Awareness Month"

3. **Health and Human Services**

Proclaim the Month of June 2021 as "Men's Health Awareness Month"

F. Departmental Presentation

For Items within the Jurisdiction of the Board and not on Today's Agenda

G. Public Comment on Non-Agenda Items

For Items within the Jurisdiction of the Board and not on Today's Agenda (Speakers Limited to Five Minutes)

H. Regular Agenda Items

1. **Public Works**

Approve Plans and Specifications for Construction of the Triangle Road Rehabilitation Project; Authorize the Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; and Authorize the Public Works and Transportation Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

2. **Public Works**

Authorize the Director, Public Works & Transportation to Apply for an ACRGP Grant and Sign and File All Necessary Grant Required Documents (Subject to Approval as to Legal Form by County Counsel)

3. **Public Works**

Approve Budget Action Transferring Funding in the Amount of $231,000.00 from CSA 3 to the Bootjack Fire Station Water Tank Project 4/5ths Vote Required

4. **Fire**

Provide a Mariposa County Fire Advisory Committee (MCFAC) Update and Recommendations to the Board of Supervisors, Specifically Table #9 Implementation Status of the County Wide Protection Plan (CWPP)

5. **Administration**

Discussion and Direction Regarding Building Department Leadership

I. Items removed from Consent Agenda

J. Board Information

K. Closed Session

1. **County Counsel**

Closed Session Conference with Real Property Negotiator Regarding the Following Properties and Negotiating Parties: 013-183-0040, Frank Rose; 013-184-0030, Mary Foster; 013-184-0110, C. Greenamyer; 013-184-0040, Nancy Pimentel; 013-184-0060, 013-184-0120, 013-183-0100, Su Carney; 013-183-0160, Frank Dulcich; 013-184-0020, Vicky Brower

L. Adjournment

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and 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.

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health 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.

REF ID# 11718

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

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MARIPOSA COUNTY

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MARSHALL LONG, CHAIR	**DISTRICT III**
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TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

May 11, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisors	Present	9:48 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

Chair Long led the Pledge.

C. Introductions

None.

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

No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

CA1. **Health and Human Services** **RES-2021-248**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA2. **Health and Human Services** **RES-2021-249**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office** **RES-2021-250**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Sheriff's Office** **RES-2021-251**

Resolution Continuing the Local Emergency Due to the 2021 Mono Wind Event

CA5. **Sheriff's Office** **RES-2021-252**

Resolution Continuing the Local Emergency Due to the 2021 Meteorological "Atmospheric River" Event

CA6. **Administration** **RES-2021-253**

Approve a Letter in Support of Extending the Time to Consider a Petition of the Southern Sierra Miwuk Nation for Federal Acknowledgement

CA7. **Agricultural Commissioner** **RES-2021-254**

Approve the Exotic Pest Detection Trapping Agreement No. 20-0157, a Two-Year Agreement for FY 2020/2021 and 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Board of Supervisors** **RES-2021-255**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Resource Conservation District (MCRCD) for a Regional Home Hardening Public Education Program Grant 20-FP-MMU-002; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA9. **Board of Supervisors** **RES-2021-256**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Resource Conservation District (MCRCD) for Phase II of the Current CAL FIRE Forest Health Grant 20-FH-MMU-002; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA10. **Board of Supervisors** **RES-2021-257**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Resource Conservation District (MCRCD) for Southern Sierra All Lands Restoration and Recovery (SSARR) Program Fuels Reduction Partnership 20-FH-MMU-063; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA11. **Board of Supervisors** **RES-2021-258**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council for Alta Vista Fuel Break Project 20-FP-MMU-0051; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA12. **Board of Supervisors RES-2021-259**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mariposa Countywide Brush and Chip 20-FP-MMU-0063; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA13. **Board of Supervisors**

Approve the Minutes of Tuesday, April 20, 2021

CA14. **Clerk of the Board of Supervisors RES-2021-260**

Schedule a Special Meeting of the Board of Supervisors for 10:00 AM, Wednesday, June 23, 2021, for the Purpose of Conducting a Joint Workshop with the John C. Fremont Healthcare District Board of Directors

CA15. **County Counsel RES-2021-261**

Approve an Agreement with Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority (JPA) to Continue Providing Public Transit Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. Separated from Consent

CA17. **Health and Human Services RES-2021-262**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for a Licensed Vocational Nurse Extra-Help Position in the Health & Human Services Behavioral Health Branch

CA18. **HHS/Behavioral Health & Recovery Services RES-2021-263**

Approve a Memorandum of Understanding (MOU) with Self Help Enterprises (SHE) and AWI Management Corporation (AWI) to Establish Accountability and Cooperation in a Project for Housing Development in Designate Site; and Authorize the Director of Health and Human Services Agency (HHSA) to Sign the MOU

CA19. **HHS/Fiscal RES-2021-264**

Approve Budget Action Increasing Prior Year Revenue and Increasing the Appropriation for Professional Services in the FY20-21 Mental Health Budget ($546,247) 4/5ths Vote Required

CA20. **HHS/Social Services RES-2021-265**

Approve a Second Addendum to Emergency Occupancy Agreement with Yah 1901 LLC to Increase the Amount by $75,000 for a New Amount Not to Exceed $325,000; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA21. **Planning 2021-54**

Appoint Adam Ferguson to the Midpines Planning Advisory Committee for a Term to Expire February 28, 2023 (Supervisor Smallcombe)

CA22. **Public Works RES-2021-266**

Declare the Items Listed in the "Auction / Retired Vehicles and Equipment List (04/2021)" as Retired or Surplus Equipment; and Authorize the Director Public

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Works & Transportation to Direct the Sale and Disposal of These Items at Public Auction and Deposit Any Net Proceeds Received in the Appropriate Vehicle Replacement Fund Account

CA23. **Sheriff's Office RES-2021-267**

Approve a One Year Lease Agreement with Mr. Thomas McHugh, Property Owner of 10549 Fiske Road, Coulterville, CA 95311, in an Amount Not to Exceed $14,091.48 for the North County Sheriff's Patrol Sub-Station; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. **Sheriff's Office RES-2021-268**

Approve a Lease Agreement with Robert Eugene and Rachel Ann Bondshu Trust for Sheriff's Office OES Office Space in an Amount Not to Exceed $25,200; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

E. Considered Separately

CA 16. **County Counsel RES-2021-269**

Approve Closure of Specific County Buildings and Parking Areas During the 4-Hour Site Specific Active Threat Trainings

Steven W. Dahlem/County Counsel noted that this item requests Board approval to close facilities for trainings; and noted the dates and times for each. No public input.

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

F. Board Recognitions

1. **HHS/Behavioral Health & Recovery Services 2021-55**

Proclaim the Month of May, 2021 as "Mental Health Awareness Month"

Shannon Gadd/Health and Human Services Agency Director introduced Baljit Hundal/Division Director of Health Services who noted the theme of "You are not Alone"; highlighted what the County has been doing in view of COVID-19; discussed the division's efforts; and noted the ways that they will be addressing mental health awareness throughout the County. During public comment, the item was urged by Mike Healy/Public Works Director. Ms. Hundal extended kudos to partners, Alliance for Community Transformation, Heritage House, and Connections on who they lean. Supervisors Smallcombe and Long discussed the need for this recognition and these services.

Chair Long presented the Proclamation to Baljit Hundal.

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

2. **Board of Supervisors 2021-56**

Proclaim the Month of May 2021 as "Supervised Visitation Awareness Month" (Board Chair)

Lisa Parker/Native Solutions Family Visitation Center Founder discussed the opening and growth of their center, and introduced Acacia Coats as their Advocate for native children. During public comment, the item was urged by Shannon Gadd. Supervisors Smallcombe and Forsythe discussed the importance of these services.

Chair Long presented the Proclamation to Acacia Coats and Lisa Parker.

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

3. **Board of Supervisors 2021-57**

Proclaim the Week of May 16 - 22, 2021, as "Public Works Week" (Board Chair)

Mike Healy/Public Works Director gave the staff report, noting the various activities performed by Public Works crews. During public comment, the recognition was urged by Shannon Gadd, Steve Ward/CAL FIRE - Mariposa County Fire Chief, Dallin Kimble/County Administrative Officer, and Eric Sergienko/Health Officer. An unknown woman identified herself as living on Wagner Road and inquired why the roads in the southern county were not adequately maintained. Public comment closed.

Supervisors Forsythe, Menetrey, Smallcombe, and Long expressed thanks and kudos for all that Public Works does. Supervisor Long responded to the unidentified woman, noting that the Board decides where the money is spent and how; and advised that the Board can't change when money isn't there, but noted that gas tax funding is starting to flow back in.

9:51 AM Chair Long noted for the record that Supervisor Sweeney has joined the meeting; and inquired of County Counsel if Supervisor Sweeney may vote on this item. County Counsel noted that he may, as long as he has reviewed the packet materials.

Supervisor Sweeney noted his appreciation for the Public Works Department which does a lot with little.

Chair Long presented the Proclamation to Mike Healy and Shannon

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Hansen/Deputy Public Works Director.

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

G. Departmental Presentation

Eric Sergienko/County Health Officer reported that the county is in a status quo regarding COVID-19, with the most significant local news being that we have identified our first case of the B117 variant in an individual who had traveled out of the state to attend an event that was later identified as a super spreader event. Dr. Sergienko advised that the individual was transferred to the hospital and, unfortunately, is and not doing well. Dr. Sergienko also reported case numbers are dropping back down after the holiday surge; noted that the county is still hovering just above 51% of our target rate for vaccinations; discussed the recent emergency use authorization for the Pfizer vaccine by the Food and Drug Administration for 12 to 15 year olds and noted the reviews to follow; and reported that parents will be able to sign up their children on MyTurn once that age feature is activated. Dr. Sergienko concluded by reminding everyone to remain vigilant and get their vaccinations. Supervisor Long and Dr. Sergienko discussed the pause on the use of the Johnson & Johnson vaccine. Supervisor Smallcombe and Dr. Sergienko discussed the potential plans for vaccinating those in the 12-15 age group, should that authorization be given.

Mike Healy/Public Works Director extended thanks to Melinda Barrett for her assistance with grant applications. He also advised that fleet is getting rid of the last Dodge Durango, as well as a 2002 Dodge Stratus; noted that the online registration for Parks & Recreation worked so well that there are very few spots left, and discussed the software limitations regarding cancellations; noted that they are still recruiting for Rec Aides; and provided an update on the Monday pilot program at the landfill, noting that visitation numbers have dropped off.

H. Public Comment on Non-Agenda Items

Jerry Chandler/Greeley Hill resident representing 34 homeowners, discussed concerns regarding a property at 9720 Ernst Road, lot 13 of the Apple Glen subdivision that has motorhomes parked on it, as well as rats and vermin from an accumulation of garbage. Mr. Chandler noted that residents have submitted dozens of complaints to Cal Fire, the County Health Department, and others and nothing has been done. He also provided the Board with a package of supporting materials.

Recessed Board of Supervisors

10:12 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk of the Board reading the Government Code announcement.

I. LOCAL TRANSPORTATION COMMISSION

10:12 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-16**

Approve an Agreement with Caltrans Which Will Allow for Up to $35,000 in Reimbursements for the Planning, Programming, and Monitoring (PPM) Program Activities for the Fiscal Year 2020-2021; and Authorize the Local Transportation Commission (LTC) Chair to Sign the Agreement

Mike Healy/LTC Executive Director gave the staff report. No public input.

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

Adjourn LTC

10:15 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:15 AM Chair Long reconvened the Board meeting with Danielle Bondshu/Deputy Clerk of the Board II as clerk.

J. Regular Agenda Items

1. **HHS/Behavioral Health & Recovery Services RES-2021-270**

Approve the Submittal of a Technology Infrastructure Grant Application with the Federal Communication Commission for the Funding of Telehealth Programs to Support COVID-19 Response Efforts; and Authorize the Health and Human Services Agency Director to Submit the Application

Shannon Gadd/Health and Human Services Agency Director gave the staff report. No public comment received.

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

Recess

10:18 AM Chair Long recessed the Board meeting for a brief break, and reconvened at 10:24 AM.

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

2. **Auditor (ID # 11677)**

Presentation and Discussion of the County's Audited Financial Statements for Fiscal Year 2019-2020

Luis Mercado/Auditor gave a Power Point Presentation. No public comment received.

RESULT: INFORMATION RECEIVED

3. **Administration RES-2021-271**

Approve a MOU with Self-Help Enterprises Authorizing and Memorializing a $20,000 County Contribution to the Acquisition of an Additional 20' of Public Road and Public Utility Easement Along Antone Road; and Authorize the Board of Supervisors Chair to Sign the MOU (Subject to Approval as to Legal Form by County Counsel)

Ben Goger/Housing Specialist gave the staff report, noting that this Memorandum of Understanding (MOU) is part of acquiring the rights to the Creekside Terrace for an extra 60 feet of easement. No public comment received. Board discussion ensued.

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

4. **Clerk of the Board of Supervisors (ID # 11745)**

Discussion and Direction Regarding the 2021 Redistricting Process, the Methodology by Which the Process Will be Managed, the Public Hearing Schedule, and the Resources Needed to Conduct the Process

René LaRoche/Clerk of the Board gave staff report accompanied by a PowerPoint Presentation. No public comment received. Board discussion ensued and direction was given.

DIRECTION:
The Board concurred with proceeding with option two, as well as schedule the dates provided for the public hearings.

RESULT: DIRECTION GIVEN

K. Items removed from Consent Agenda

None.

L. Closed Session

1. **Board of Supervisors (ID # 11544)**

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Fire Chief (Government Code Section 54954.5)

No public input.

RESULT: CLOSED SESSION HELD

Recessed

11:18 AM Chair Long moved the meeting into Closed Session.

M. 2:00 PM Reconvened

2:00 PM Chair Long reconvened the Board meeting with René LaRoche as clerk.

Report Out

Chair Long reported that Information was Received during the Closed Session.

1. **Administration (ID # 11661)**

Receive Fiscal Year 2021-22 Budget Requests from Fire, HHSA, Library, Planning, Probation, Public Works, and Sheriff Departments

Dallin Kimble extended thanks to the Auditor and the department heads, and noted that there is an approximate 4.5 million shortfall between the budget requests received and the expected revenue.

Steve Ward/Cal Fire - Mariposa County Fire Chief presented the requested budget for Fire. No public comment. Shannon Gadd/Health and Human Services Agency Director presented the HHSA budget accompanied by a PowerPoint overview. No public comment. The Library budget was submitted as requested. Sarah Williams/Planning Director presented the requested budget for the Planning Department. During public comment, Carol Suggs advised that this is the third year of the GIS contract which is divided up among departments; and noted that having two different budgets helps keep the General Plan budget as a placeholder for when it does come back. Pete Judy/Chief Probation Officer presented the requested budget for the Probation Office. No public comment. Mike Healy/Public Works Director presented the requested budget for the Public Works Department. No public comment.

3:29 PM Chair Long recessed the meeting for a brief break and reconvened at 3:36 PM.

Jeremy Briese/Sheriff - Coroner - Public Administrator submitted the budget for the Sheriff's Office, and requested positions not noted in his budget request including the return of three of the six frozen deputy positions, an eighth full-time dispatcher, and another office assistant. No public comment.

RESULT: INFORMATION RECEIVED

N. Board Information

The Board concurred with skipping Board Information this date. However, Chair Long did note a vacancy on LAFCo for a member and an alternate member, and

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

advised that anyone interested should contact the County for an application.

O. Adjournment

4:18 PM Chair Long adjourned the meeting.

Respectfully submitted,

René LaRoche
Clerk of the Board

Danielle Bondshu
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

DRAFT

Minutes Acceptance: Minutes of May 11, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Operational Agreement with Mountain Crisis Services

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Operational Agreement with Mountain Crisis Services, a Program of Alliance for Community Transformations, Inc., to Provide Assistance to Mariposa County Residents who Are Victims of Domestic Violence, Sexual Assault, Dating Violence, Human Trafficking and Stalking; and Authorize the District Attorney to sign the Agreement.

This is an Operational Agreement to coordinate responses for Domestic Violence, Sexual Assault, Dating Violence, and Stalking victims and their families for the Victim Witness Assistance Grant for the 2021-2024 Fiscal Years. This Agreement facilitates cooperation between Mariposa County District Attorney's Office Victim Witness Service Program and Mountain Crisis Services to maximize assistance for victims of sexual assault.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mountain Crisis Services and Victim Witness Services has maintained Operational Agreements for Victim Witness Grants for the last eight years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not supporting this Agreement would not allow for coordination of services between Victim Witness Services and Mountain Crisis and may hinder providing the best response to Victims of Domestic Violence, Sexual Assault, Dating Violence, Human Trafficking and Stalking.

FINANCIAL IMPACT:
There is no financial impact to the County General Fund.

ATTACHMENTS:
Alliance OA-2021-2024 (PDF)

OFFICE OF THE MARIPOSA COUNTY DISTRICT ATTORNEY
WALTER W. WALL District Attorney

Seek the truth, Protect Our Community, Deliver Justice

OPERATIONAL AGREEMENT

This operational agreement stands as evidence that the Mariposa County District Attorney's Office Victim Witness Assistance Program will work cooperatively with Mountain Crisis Services, a program of Alliance for Community Transformations, to provide services to victims of crime and their families in the County of Mariposa. Mountain Crisis Services is a local domestic violence shelter that can assist victims of domestic violence, human trafficking, sexual assault, dating violence, and stalking.

The **Victim Witness Assistance Program** will provide appropriate comprehensive services as mandated by law (13835.5 Penal Code) including, but not limited to: crisis intervention, emergency assistance, resources and referral, counseling, assistance in filing applications for the California Victim Compensation Board, property return, orientation to the criminal justice system, court support, case status and disposition.

The **Victim Witness Assistance Program** will provide victims of crime notification of their rights as defined by the Victims' Bill of Rights (Marsy's Law) and will support victims' rights throughout and beyond the criminal justice process.

Mountain Crisis Services will provide appropriate comprehensive services including, but not limited to: 24/7 hotline, emergency shelter, crisis counseling, case management, legal advocacy, accompaniment, resources and referral, and emergency assistance. All services to victims will be confidential under penal codes 1037.2(a) or 1035-1036.2. Information sharing can occur if proper referrals are in place.

The **Mariposa County District Attorney's Office, Victim Witness Assistance Program,** and **Mountain Crisis Services** authorized representatives will hold meetings to discuss strategies, resources and referrals, and supportive services. Discussions will include how to provide a trauma informed team approach, how to utilize and coordinate other referral sources so victims can utilize all services and resources available.

The Mariposa County District Attorney's Office, **Victim Witness Assistance Program**, and **Mountain Crisis Services** will process referrals efficiently and work closely together to ensure that victim needs are met and approached in a trauma informed way.

The **Victim Witness Assistance Program** will provide information, presentations, and training to the members of Mountain Crisis Services upon request. Collaboration efforts will be made for mutual training and education activities to better improve delivery of innovative services.

We, the undersigned, as authorized representatives of the Mariposa County District Attorney's Office and Mountain Crisis Services, do hereby approve this document.

This Operation Agreement will be in effect from the fiscal year 2021-2024.

Dated: _____

_____

WALTER W. WALL
District Attorney
Mariposa County District Attorney

Dated: _____

_____

ALISON TUDOR
Executive Director
Alliance for Community Transformations

APPROVED AS TO FORM

_____

STEVEN W. DAHLEM

Attachment: Alliance OA-2021-2024 (11838 : Operational Agreement with Mountain Crisis Services)

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Quest Community Counseling Mental Health Provider Contract 2021

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Quest Community Counseling Services in an amount not to exceed $450,000 to provide counseling services in Mariposa; and authorize the Board of Supervisors Chair to sign the agreement.

Quest Community Counseling Services is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency and the State Department of Mental Health as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on July 21, 2020, by Resolution Number 2020-421.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:

REF ID# 11828

QCCS - 2022v2 - May 15 2021 (PDF)

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Quest Community Counseling Services ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," Exhibit B, "Documentation and Scope of Practice," and Exhibit C, "Deficit Reduction Act-Obligations of Duty" which are 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 $450,000. Contractor's hourly rates are listed in Exhibit D, "Payment Terms and Conditions." 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.

Attachment: QCCS - 2022v2 - May 15 2021 (11828 : Quest Community Counseling Mental Health Provider Contract 2021)

(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.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall 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 of willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

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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:
Quest Community Counseling Services
5097 Hwy 140
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

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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 D.

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 D.

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,

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but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Attachment: QCCS - 2022v2 - May 15 2021 (11828 : Quest Community Counseling Mental Health Provider Contract 2021)

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

Attachment: QCCS - 2022v2 - May 15 2021 (11828 : Quest Community Counseling Mental Health Provider Contract 2021)

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Scott Seymour
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: QCCS - 2022v2 - May 15 2021 (11828 : Quest Community Counseling Mental Health Provider Contract 2021)

Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Scott Seymour, Executive Director
5037 Bullion Street
Mariposa CA 95338
Phone: 209 742-5080

II. Program Description:

A. Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home Based Services.

B. All clients must meet target population criteria. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.

C. All services are intended to be provided within Mariposa County, unless otherwise authorized by HHSA.

D. Contractor agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

III. Hours of Operation:

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.

B. Crisis services for clients are to be referred to day-time or night-time HHSA crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor and HHSA crisis worker and/or Sheriff Department needs to be notified. The crisis line numbers for HHSA are (209) 966-7000 or (800) 549-6741. These services will be billed through HHSA.

C. The contractor agrees to notify HHSA by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist

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until contractor notifies HHSA that new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of HHSA, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Treatment Model/Evidence Based Practices:
   1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.

B. Targeted Population Eligibility Criteria:
   1. Clients referred from MCHHSA to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.

C. Referral Protocol:
   1. MCHHSA will use the Mariposa County Bi-Directional Referral process.
   2. Contractor is expected to call the client for appointment within 5 business days.
   3. Contractor will notify MCHHSA in writing of denied referrals within 3 business days.

D. Service Delivery
   1. Services may be provided by telephone, however at a minimum of 1x per month, or more often if clinically indicated, the client will be seen face to face, either in person or via telehealth video conferencing.
   2. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
   3. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services

V. Coordination of Service:

A. Contractor may complete initial assessments. If the client does not meet medical necessity, then contractor will refer the client to their managed care through notification to Medical Records and give them a NOABD.

B. Contractor will be responsible for all annual reassessments.

C. Contractor will be responsible to follow the documentation manual.

D. Clients without a current assessment will not be eligible for claimable services.

E. Contractor will develop a treatment plan within 60 days of assessment. Contractor is responsible for all annual and applicable updates.

F. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on treatment plan to be an eligible claim service with the exception of crisis. The client must participate in the development of the treatment plan and sign it (see Documentation Manual).

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G. Contractor will be responsible for all services on the treatment plan or will refer the client back to HHSA.

H. All records for these referred clients must be kept in the Electronic Health Record (EHR) system. This must be reflected in accordance with the most recent version of the Documentation Manual. This will be monitored by Behavioral Health Quality Assurance Unit.

VI. Service Duration:

A. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.

B. All transitions and discharges will be complete per HHSA documentation manual and submitted in writing.

C. 10 day letters will be completed by HHSA staff once three contact attempts have been made by contractor and noted in EHR. Contractor will notify QA staff when a 10 day letter is ready to be submitted.

VII. Staff Qualifications

A. Contractor shall utilize staff that are licensed or registered with the BBS.

1. Contractor shall provide NPI numbers and license numbers for all providers.

B. Contractor is authorized to use Student Interns for the provision of therapy services under this contract.

1. All services provided by a Student Intern must have a Licensed Practioner of the Healing Arts co-signature. Any services that are not cosigned are eligible for recoupment in an audit.

C. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.

D. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

VIII. Staffing & Clinical Supervision

A. All contractor employees providing services or supervising services under this Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.

B. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

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Exhibit B
DOCUMENTATION AND SCOPE OF PRACTICE

I. Staffing Qualifications for Service Delivery and Documentation:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and the HHSA. Information provided in this Exhibit B is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
   1. Licensed Clinical Psychologist[2]
   2. Licensed Clinical Social Worker[3]
   3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
   1. Can function as a "Head of Service" on agency application
   2. Can authorize services as directed by the HHSA
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. **Registered Associate Marriage Family Therapists, Associate Social Workers, and Associate Professional Clinical Counselors:** Registered Associate Marriage and Family Therapists (AMFT), Associate Professional Clinical Counselors (APCC) and Associate Social Workers (ASW) are individuals registered with the Board of Behavioral Sciences in order to obtain supervised clinical hours and acquiring clinical experience towards licensure as a Marriage and Family Therapist (LMFT) or Licensed Clinical Social Worker (LCSW), or Professional Clinical Counselor, respectively. A waiver for Registered AMFT and ASW is not required by Department of Health Care Services (DHCS), nor by the HHSA (except when licensed in another state, then a waiver is required by DHCS).[5][6]

E. **Approved Activities:**

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] Welfare and Institution Code 5751.2, DMH Letter 10-03

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1. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
    a) Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[7]
    b) Can authorize services as directed by HHSA.
    c) Can conduct comprehensive assessments and provide a diagnosis without co-signature.
    d) Can co-sign the work of other staff members within their scope of practice (other than graduate students performing therapy).
    e) Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
    f) Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[8]

II. Quality Assurance:

A. All Medi-Cal Contractor are to conduct internal Medi-Cal compliance reviews.
B. When conducting internal Medi-Cal reviews CONTRACTOR will:
    1. Maintain triennial site certification through HHSA.
    2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
    3. Audit for compliance with requirements outlined in Exhibits A, B, C, D
    4. Use HHSA audit tool.
    5. Audit on a quarterly basis.
    6. HHSA Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting HHSA Medi-Cal compliance or other reviews.
C. The HHSA Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See HHSA Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:
    1. Accessibility;
    2. Facility is clean, sanitary, and in good repair;
    3. Fire clearance updated on a regular basis;
    4. Services are meaningful and beneficial to the client;
    5. Services are culturally and linguistically competent;
    6. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
    7. Services produce highly desirable results through the efficient use of resources;
    8. Services meet requirements for medical necessity ;

[7] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

[8] Business and Professions Code Section 4996.14 and 4996.18(d)

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9. All PHI is properly stored and secured.

D. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. HHSA quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
   1. If the HHSA staff, Grievance Review staff or any other committee of the MHP makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance program. If these deficiencies or problem areas are verified, a plan of correction may be applied.
   2. Contractor shall abide by HHSA Policy and Procedures for **Grievances and Appeals**.
   3. All grievances and appeals are to be called in and forwarded immediately to HHSA. This to be made clear to all clients through posting Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).

E. Contractor shall abide by the complete **Federal False Claims Act** (31 U.S.C. sections 3729-3733) (**See Exhibit C**.)

F. Contractor shall abide by the complete HHSA **Compliance Plan** that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to HHSA standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and BHRS Compliance Policies.

G. Contractor shall abide by the complete **HHSA Documentation Manual**. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by HHSA. The manual provides a general description of service definitions and is a day to day resource for clinical and administrative support staff. The manual serves to ensure providers within HHSA meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
   1. HHSA established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for claims for services and enables professionals to discharge their legal and ethical duties.
   2. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.

H. Contractor not in compliance with documentation manual will have to provide a plan of correction and will be subject to payment denial and/or termination of contract.

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I. The Contractor agrees to notify HHSA at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
J. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state, and/or local regulatory and statutory requirements.
K. The contractor is responsible for clinical supervision of their staff.
L. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.
M. **Mandatory Meetings and Training:**
Contractor will attend monthly required meetings with HHSA and any additional trainings and meetings deemed necessary by HHSA.
Contractor agrees to complete annual HIPAA and Federal Tax Intercept training.
N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
    1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.
    2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
    3. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
    4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information
    5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
    6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
    7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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O. **Information Technology Infrastructure:**
   1. Contractor will be proficient in HHSA electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access. Contractor may reimburse the HHSA at an hourly rate of $50.00 per hour of training. The initial training and 8 hours per year are included per staff member.

P. **HHSA Code of Conduct:**
   1. Contractor agrees to review, sign and comply with HHSA Code of Conduct.

Q. **Federal Tax Intercept (FTI) Training:**
   1. Contractor agrees to complete FTI training annually and comply with the mandates set forth.

R. **HHSA Confidentiality Employee Statement:**
   1. Contractor agrees to review, sign and comply with the HHSA Confidentiality Employee Statement.

S. **Electronic Signature Policy:**
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

T. **Client Surveys:**
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys, CONTRACTOR will be advised of survey period one month in advance.

III. ASSESSMENTS:

A. Assessment information must meet all Medi-Cal required elements.
B. Assessment information must be completed and finalized within 30 days.
C. Assessment information must be legibly signed and dated when completed.
D. Refer to Documentation Manual for more information on the required elements of a complete Mental Health Assessment.
E. Diagnosis from the most current DSM must be completed.
F. All clients need to have, depending on their age, either a Milestones of Recovery Scale (MORS) or Child Adolescent Needs and Strengths (CANS) and the Pediatric Symptom Checklist (PSC-35) evaluation completed during the assessment period. For adult clients the MORS must be completed monthly and upon discharge. For children/youth the CANS must be completed quarterly and upon discharge. Contractor staff will need to be trained and certified to administer the aforementioned evaluation tools.

IV. TREATMENT PLANS:

Requirements for Treatment Plans

A. A full, signed treatment plan will be due within 60 days of assessment.
B. **Contractor** who receive Treatment Plans from **HHSA** must update the plan accordingly.
C. All clients must have a treatment plan prior to services being provided. No services are claimable off treatment plan.
D. Treatment Plans will follow the guidelines in the Documentation Manual.

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E. There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are the required elements in the plan development progress note (see Documentation Manual).

V. PROGRESS NOTES

A. Refer to Documentation Manual regarding expectations of progress notes.
B. Timeline of Progress Notes[9]
   1. Progress notes shall be documented within **3** (three) business days of provided service.
   2. Entries made after the date the service was provided must be identified as a "Late entry" and need to include both the date the note was written, as well as the date of service.

VI. DISCHARGE/CLOSING SUMMARIES

A. At minimum, the client record shall document:
   1. Follow-up care (to be outlined in a discharge summary)
   2. Referrals to community resources and other agencies, when appropriate
   3. **Contractor** who are required to administer the MORS or CANS must use the **HHSA** approved Closing Summary (that includes a MORS or CANS) upon **all** client discharges. The CANS section of the closing summary is not required upon discharge when:
      a) The client leaves services prior to an initial CANS being completed
      b) The client discharges within 90 days or less of being opened to a program

B. Discharge summaries are not claimable to Medi-Cal.

VII. OTHER DOCUMENTATION REQUIREMENTS

A. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services, displayed in lobby, and upon request:
   1. Consumer Rights
   2. Grievance/Appeal Process
   3. Grievance/Appeal forms with self address envelopes envelopes
   4. HHSA Mental Health Provider Directory for Specialty Mental Health Services
   5. Advanced Directive Notices (such as the "Your Right to Make Decisions about Medical Treatment"). For Adults only.
   6. Acknowledgement of Receipt of HIPAA Notice of Privacy Practices
   7. Beneficiary Brochure: "Guide to Medi-Cal Mental Health Services" (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

[9] HHSA Contract with DMH, Exhibit A, Attachment 1, Appendix C, Pg 39, item 2

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B. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. OTHER NOTIFICATION REQUIREMENTS

A. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

1. Consumer Rights
2. Grievance/Appeal Process
3. Grievance/Appeal forms with a self-addressed envelopes envelope's
4. MCHHSA Mental Health Provider Directory for Specialty Mental Health Services
5. Advanced Directive Notices (such as the "Your Right to Make Decisions about Medical Treatment"). For Adults only.
6. Acknowledgement of Receipt of HIPAA Notice of Privacy Practices
7. Beneficiary Brochure: "Guide to Medi-Cal Mental Health Services" (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

B. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

IX. SECURITY REQUIREMENTS:

A. The following is a general outline of the Security and Information Technology Requirements.

1. Contractor shall submit all paper records to HHSA.
2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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Exhibit C
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

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C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

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and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

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J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party.An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

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15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

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Exhibit D
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

a) Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

a) The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

b) Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

c) The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

d) Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

e) All payment invoices shall be submitted to the following address:
Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

f) Final approved services must be submitted on an itemized invoice.

g) Services that are not in finalized format will not qualify for reimbursement.

h) Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

i) HHSA Contractors my utilize the Provider Problem Resolution and Appeal Processes, includes.

i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

ii. HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

1. If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

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2. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.
3. If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.
4. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

iii. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2. Program Description.

C. Contractors will be reimbursed at the rates listed below and based on documentation in the Electronic Health Records System:

1. $148.80 per hour for Medi-Cal clients.
2. $148.80 per **server** hour for each individual Medi-Cal client seen in a group.

D. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

IV. Cost Settlement:

A. The Contractor's Cost Report:

1. Is to be submitted annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
2. Settlement to cost will be made through the submission and acceptance of this Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.

B. The Cost Report shall be in the format and completed within the guidelines provided by September 30, 2022. Failure to comply with this deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.

C. Failure to complete cost report may result in termination of contract at the discretion of HHSA.

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MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Rural Health Telecom Contract with ENA Healthcare Services, LLC

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with ENA Healthcare Services, LLC (formerly dba TeleQuality Communications, Inc.) for the provision of a discounted point to point computer connection and direct internet access backup for the Coulterville office; and authorize the Board of Supervisors Chair to sign the agreement and the Certificate of Exemption.

The NxT1_6Mbps connection represents an upgraded connection at the Coulterville office and will allow Mariposa County Health and Human Services Agency (HHSA) to use computer technology at a much greater capacity for services such as Telepsychiatry, the mental health Electronic Health Record (EHR), C-IV, etc.

HHSA had a T1 connection several years ago that was very costly and seldom used because the systems were still server based applications. Since the introduction of Internet based systems, staff and clients in the Coulterville area have obtained more access to services without added transportation costs and at a greater convenience. HHSA continues to seek opportunities to improve existing infrastructure, resulting in increased efficiency and effectiveness of service delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
HHSA has an existing agreement with ENA Healthcare Services, LLC, approved by Board of Supervisors through Resolution No. 2018-233 on May 22, 2018.

Board of Supervisors approved the First Amendment to existing agreement with ENA through Resolution No. 2021-163 on April 6, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, use of the mental health EHR computer system and C-IV eligibility system will not be possible, thus keeping services in the Coulterville area at a minimal level.

FINANCIAL IMPACT:
This item was anticipated and budgeted in the Health Services division 21/22 budgets.

REF ID# 11831

ATTACHMENTS:
ENA Health Unified MSA + SOS Bundled - County of Mariposa (PDF)
ENA SUT Exemption Certificate - HHSA (PDF)

ENA HEALTHCARE SERVICES UNIFIED MASTER SERVICE AGREEMENT

Client Name:	County of Mariposa
Mailing and Notice Address:	5362 Lemee Lane PO Box 99 Mariposa, CA 95338

This MASTER SERVICE AGREEMENT ("Agreement") is by and between ENA Healthcare Services LLC, a Delaware limited liability company having its principal place of business at 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211 ("Company"), and the Client identified above ("Client"), as of _____ (the "Effective Date").

In consideration for the mutual promises, covenants and agreements contained herein, Company and Client agree as follows:

SECTION 1: SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, Company shall provide Client with certain Services. Company's Services and pricing are described in the attached Schedules of Service(s) and/or Statement(s) of Work (the "Schedule(s)"), which may be entered into from time to time. As used herein, the term "Services" includes all services, software, products and deliverables provided by Company to Client, including but not limited to professional services and online services.

1.2 Product and Service Changes. The capabilities and services available through Company regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) Company may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Client, and (ii) additions, deletions or changes to Schedules will be effective as of the date agreed upon by the parties in writing.

Contract Changes. During the term of this Agreement, Client may order Services via a Schedule based on the Services bid to the customer during its procurement process. The Customer may request changes in Service, including bandwidth and locations, during the contract term and such changes will be implemented subject to acceptance by Company. Company reserves the right to adjust the pricing offered for changes during the contract from the original bid price based on factors existing at the time of the new order (including remaining term, installation costs or any other applicable factor). Both parties will agree on the terms of Schedules before Company begins providing Services. Company may also, at its discretion, reduce pricing for any service during the contract term.

1.3 Non-Exclusive Arrangement. Client acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude Company from providing Services, deliverables, or related services to any third party, or from authorizing third parties to make Services available to their customers.

1.4 Service Availability. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. Company will use commercially reasonable efforts to deliver the most reliable service possible, without interruption. Company will notify Customer of any scheduled maintenance, but may need to interrupt Services without notice to Customer in the event of an emergency.

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SECTION 2: FEES AND PAYMENT TERMS

2.1 Fees. Client shall pay Company the fees set forth on each Schedule. Except for fees for Services delivered (as indicated in Schedule(s) attached hereto) and professional services, Client's payment obligations for the Services shall commence on the date on which the applicable Service is first made available for use by Client regardless of whether Client has commenced use of the Services. Client shall pay Company in U.S. dollars.

2.2 Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of Company.

2.3 Payment Terms. All recurring charges shall be due and payable no later than thirty (30) calendar days after the end of the month to which the charges pertain. All non-recurring charges shall be due and payable immediately as of the date on which Company commences providing the applicable Service, or as otherwise set forth in a Schedule. Client shall pay all charges indicated as due upon receipt of the invoice from Company, and payment shall be past due if not paid as of thirty (30) days after the invoice date. Client shall have thirty (30) days from receipt of invoice to reasonably dispute amounts or items charged. If Client disputes any part of an invoice, then Client may withhold such disputed amount from its payment but will notify Company in writing as to the specific amounts contested and the specific reasons therefor, in which case the parties shall attempt to amicably resolve said dispute. Unless otherwise agreed by the Parties in writing or in a Schedule, Company shall invoice Client on a monthly basis.

2.4 Special Payment Terms for Services Eligible for Universal Service Fund (USF) Funding. While USF funding is pending approval for any funding year, Company will extend to Client special payment terms for each active service eligible for USF. Company will calculate the payment amounts for each funding year, after the (i) Client completes the funding forms, and (ii) after the funding window closes. Payment amount will be calculated to match expected Client portion of total cost as if USF funding is approved as filed. Updates to the payment amounts will be recognized on the July 1st invoice each year following the funding forms being submitted. Company will invoice customer for full-service cost while USF is pending but only request payment for the payment amount.

2.5 USF Default. The occurrence of any of the following shall constitute a material default to Section 2.4 above. (a) Clients failure to pay any undisputed amount when due, if such failure continues for a period of fifteen (15) days after invoice due date. (b) Clients failure to complete and file any required funding paperwork in a timeframe that maximizes the likelihood of Client receiving the greatest amount of funding in each funding year or delays the collection of approved USF funding by Company. (c) Receipt of notice of denial of funding from USAC for any reason. Upon the occurrence of any material default, Company shall have the right to immediately deem Section 2.4 null and void, at which time Clients accounts will revert to the standard payment terms. Company may enforce its rights to declare a material default at any point after the material default has occurred unless Client has cured the material default to the satisfaction of Company.

2.6 Interest. Amounts not paid when due are subject to finance charges of one percent (1%) per month or the highest lawful rate, whichever is less. Payment of such finance charges does not excuse or cure late payment, and all payments received are first applied to finance charges.

2.7 Move or Transfer of Service. If Client relocates to another location in a Company market where the same Services are available, Client may move Services to the new location if the aggregate monthly

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recurring charges of the new Services equal or exceed the Services provided to Client by Company at the former location, subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and Client's rates may increase or decrease. Early termination fees may apply in the event Client moves to a location not serviced by Company or Client ceases to do business. Services may not be transferred or resold, and the MSA, these Terms, and the Schedule(s) attached hereto may not be transferred or assigned, by operation of law or otherwise, without Company's prior written approval. Any attempted assignment or transfer without Company's prior written approval shall be void.

2.8 Government and Regulatory Fees. Any charges set forth herein or in any Schedule, proposal or quotation are exclusive of taxes, surcharges, assessments, or other fees including E-911 fees and government regulatory fees such as Universal Service Fees. No discount offered, if any, shall apply to taxes, surcharges, assessments, or government or regulatory fees. Company may adjust its rates and charges due to changes by regulatory authorities, or it may impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Government and Regulatory Fees"). Examples of such Government and Regulatory Fees include, but are not limited to, Property Tax Charges, Carrier Access Charges, Carrier Surcharges, Universal Service Funding, Administrative Fees and other Cost Recovery Fees. Company will provide such notice to the customer as may be practicable but these charges are subject to change without notice.

2.9 Compliance with Federal, State and Local Procedures and Processes. Company complies with all federal, state and local procurement rules and regulations, and by this Agreement, Client acknowledges their duty to comply. If the Services provided under this Agreement qualify for Universal Service Fund discounts, Company will work with Client, where applicable, to follow Client's selected reimbursement process. Client acknowledges its responsibility for timely and full payment regardless of receipt of Universal Service funds.

2.10 Security; Collection. If Client is late with more than one payment, Company may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. Client agrees to pay all costs and expenses associated with collecting delinquent payments, including reasonable attorneys' fees.

SECTION 3: CLIENT OBLIGATIONS

3.1 Acceptable Use Policy. Client shall at all times abide by Company's Acceptable Use Policy, as it may be amended from time to time. As of the execution of this agreement, the current Acceptable Use Policy is posted at the following URL: http://www.ena.com/legal. Client is responsible for ensuring that all of its employees, agents, contractors, customers, or others who use the Services through Client's account abide by the Acceptable Use Policy.

3.2 Client Obligations During Establishment of Service. Once Company schedules installation and agrees upon an installation time with Client, Client must be present with facilities available and fully accessible. If Company's technician arrives at the Client location and Client is not present or facilities are not available or accessible, or Client otherwise cancels or postpones installation without a 24-hour notice to Company, Company reserves the right to assess a "Client Missed Call" trip charge.

3.3 Interoperability with Client's Infrastructure. Company's Services are capable of being deployed across a wide set of pre-existing Client infrastructure, however Client is responsible for any upgrades of its pre-existing infrastructure necessary to establish and continue Service.

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3.4 Protection of Client Premise Equipment ("CPE") Provided By Company. The Client shall be solely responsible and liable for any and all damage caused to the CPE, including, without limitation, any damage due to misuse, and vandalism, for the duration of the contract. At the expiration of the term of the contract or upon its early termination by either party to the contract, the Client shall continue to be solely responsible and liable for any and all damage caused to the CPE while such equipment remains at the Client location. Client will provide reasonable space and environmental conditions for any CPE, will do nothing to change the space or conditions without notice to Company and will at no time, move, adjust, alter or otherwise operate the Company CPE without prior consent of Company. Client will not attach any equipment to any Company CPE without express instructions or involvement of Company or utilize the Company CPE in anyway inconsistent with the service purchased from Company.

3.5 Internal Use. Subject to the terms and conditions set forth herein, Company authorizes Client to use the Services for its internal business purposes. Client acknowledges and agrees that it will be responsible for all end users of the Services, regardless of whether such users are employees, contractors, agents, or third parties, in each case with or without the Client's permission to use such Services.

3.6 Restrictions on Use. Client shall not and shall not permit others to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any of the Services or any software or materials provided by Company in connection therewith.

3.7 Client Responsibility. Client acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Services. Client also agrees it will not use the Services:

(a) for illegal purposes;

(b) to transmit threatening, obscene or harassing materials, or

(c) to interfere with or disrupt other network users, network services or network equipment.

SECTION 4: CONFIDENTIAL INFORMATION

4.1 Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation the pricing and terms of this Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information.

4.2 Exceptions. Notwithstanding the above, the term "Confidential Information" shall not include any information that is either:

(a) available from public sources or in the public domain, through no fault of the receiving party; or

(b) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or

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(c) readily discernible from publicly-available products or literature; or

(d) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

4.3 Mandated Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

SECTION 5: DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1 Disclaimer. The Company hereby warrants to Client that (a) the Services will be performed substantially in accordance with the Company service level documentation provided for such Services (if any), (b) the Services will be performed with reasonable care, and (c) the personnel providing the Services will have an appropriate level of training and experience. If the Services fail to conform to the foregoing warranty, Company shall use commercially reasonable efforts at its expense to re-perform the Service in compliance with this Agreement. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE

5.2 Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

5.3 Limitation of Liability. Except for the willful misconduct of Company, Company will not be liable for unauthorized access to Client's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Company's actions or inaction. Company's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to Company for the Service giving rise to the claim during the one year period preceding the incident giving rise to the claim for damages.

5.4 Insurance. Company intends to maintain the following insurance coverages during the Term of this Agreement:

a) Worker's compensation insurance and any other insurance, to the extent required by Law, in all applicable jurisdictions;

b) Commercial general liability insurance with a limit of liability of at least one million U.S. dollars ($1,000,000 USD) per occurrence; and

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c) Errors and omissions insurance with a limit of liability of at least two hundred fifty thousand U.S. dollars ($250,000 USD) per occurrence.

Upon written request, Company will furnish to Client insurance certificates and additional insured endorsements where requested by Client in writing. Such certificates shall provide that at least thirty (30) days' prior written notice of any policy cancellation or material change be given to Client.

5.5 Indemnification. Client agrees to defend, indemnify and hold Company, its officers, employees, agents, and affiliates, harmless from and against any claim or demand asserted by any third party due to or arising directly or indirectly out of Client's use of the Services or Client's breach of this Agreement.

SECTION 6: TERM AND TERMINATION

6.1 Initial and Renewal Terms. The Initial Term of this Agreement shall commence on the Effective Date and continue until all Schedule(s) are expired or terminated. Each circuit may have its own Term, depending upon when the circuit installation is completed, or service is initiated, as agreed to by the Parties in each relevant Schedule. Any voluntary extensions (Renewal Terms) contemplated in the Client's procurement documentation or Company's bid shall be communicated to Company before the expiration of the Initial Term and may not exceed five years. Renewal Terms may be specific to each circuit.

6.2 Termination.

(a) In the event that Company makes material changes to the Services covered by a Schedule attached hereto pursuant to Section 1.2 above which Client elects not to accept, Client may terminate an individual Schedule without penalty upon thirty (30) days written notice.

(b) The parties specifically agree that the damages which Company would incur arising from any breach or early termination of this Agreement or any Schedule(s) attached hereto by Company are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of Company's actual damages, are not penal in nature, and are intended to place Company in the same position it would have achieved, had this Agreement and its Schedule(s) been fully performed by the parties according to the original terms.

(1) Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice. If Company terminates this Agreement on account of a breach by Client, Client shall pay a termination fee equal to the minimum monthly charges hereunder multiplied by the number of months remaining in the then-current Initial or Renewal Term in all Schedule(s) attached hereto that have an unexpired term.

(2) Client may terminate one or more Schedule(s) without cause at any time, provided that Client pays a termination fee equal to the minimum monthly charges multiplied by the number of months remaining in the applicable term of all Schedule(s) that Client intends to terminate.

(c) Upon the effective date of expiration or termination of this Agreement or any of its Schedule(s): (a) Company will immediately cease providing the Services, (b) any and all payment

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obligations of Client under this Agreement or Schedule(s) will become due immediately, and (c) within fourteen (14) days of termination, Client shall return any confidential materials and documentation relating to the Services, and certify to Company that such has been deleted or destroyed. All indemnification obligations, together with all other provisions of this Agreement which may reasonably be interpreted as surviving the expiration or termination of this Agreement shall survive.

(d) In the event that Client terminates this contract before the Contract Expiration Date, Client shall be responsible for all remaining charges ("Early Termination Charges") under the contract. Early Termination Charges do not apply if, within 30 days of the termination, Company and Client agree to a contract for a new or upgraded circuit with total recurring and non-recurring circuit charges, during the period covered by the Early Termination Charges that equal or exceed the Early Termination Charges. If, within 30 days of the termination, Company and Client agree to a new or upgraded circuit with total recurring and non-recurring circuit charges that, during the period covered by the Early Termination Charge, do not equal or exceed the Early Termination Charges, the Early Termination Charges shall be reduced by the amount of those charges for the new or upgraded circuit during the period covered by the Early Termination Charge.

SECTION 7: INTELLECTUAL PROPERTY & PUBLICITY

7.1 Ownership. As between Company and Client, Company either owns all right, title and interest in and to or is authorized to use and license such use of the Services. Client shall neither receive nor retain any ongoing interest to the Services, including but not limited to any intellectual property rights relating to the Services. Elements of Company's website are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image from the website may be copied or retransmitted without Company's express written permission. The images, text, screens, web pages, materials, data, other content and information used and displayed on the website are the property of Company or its licensors and are protected by copyright, trademark and other laws. In addition to Company's rights in individual elements of the website, Company owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website. Users may copy such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website for users' personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Company.

7.2 Use of COMPANY's Name and Trademarks. All trademarks, service marks and trade names identifying Company or Company products or services (the "Marks") are the exclusive property of Company. Client shall take no action which may lessen the goodwill in the Marks. Client shall not use a Mark or the name of Company in any advertising, promotional material, or public announcement without the prior written approval of Company.

7.3 Use of Client's Name. Client acknowledges that use of the Services may require that Company include Client's name in registrations and administrative filings which are available to the public. In addition, Client agrees that Company may include Client's name in Company marketing brochures and literature and indicate that Client is a Company customer.

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SECTION 8: GENERAL PROVISIONS

8.1 Third Party Services. The Services may permit users to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When users access third party resources on the Internet, users do so at users' own risk. These other resources are not under Company's control, and users acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply Company's endorsement or any association between Company and their operators. Users further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. It is users' responsibility to protect users' system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

8.2 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Client agrees to be solely responsible for compliance related to the manner in which Client chooses to use the Services, including Client's transfer and processing of content and the provision of such content to others.

8.3 Force Majeure. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

8.4 Government Approvals. Client must exercise its rights under this Agreement with all necessary government approvals. Client must also comply with all applicable laws and regulations.

8.5 Changes in Laws and/or Government Regulations. This Agreement is based on the laws and government regulations in place at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes and/or service changes that may automatically become a part of this Agreement.

8.6 Notice And Payment.

(a) Writing Required. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party or mailed by certified, registered or Express mail, return receipt requested, or by overnight carrier with tracking. Notices to ENA shall be delivered or sent to the attention of Contract Administrator, 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211. Notice to Client shall be delivered or sent to the above stated address.

(b) Change of Address. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

8.7 Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of the State of Tennessee, without regard to its or any other jurisdiction's laws governing conflicts of law. The parties hereby consent to and agree that the exclusive jurisdiction for any litigation regarding this Agreement shall be the state or federal courts sitting in Davidson County, Tennessee.

Attachment: ENA Health Unified MSA + SOS Bundled - County of Mariposa (11831 : Rural Health Telecom Contract with ENA Healthcare

8.8 Assignability. Neither party may assign this Agreement, its Schedule(s) or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement in its entirety in connection with any sale of all or substantially all of its assets, or of the business division of Company through which the Services are provided.

8.9 Agreement Binding On Successors. Subject to the terms of Section 8.8, the provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

8.10 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

8.11 Independent Contractors. The relationship between Company and Client under this Agreement shall be at all times one of contractor and client, respectively. Nothing herein shall be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or employer and employee. Company shall determine the method and means of performing the Services hereunder and Company assumes all risks and liabilities arising therefrom. Company shall have no authority to act, make any representation, enter into any contract or commitment, or incur any liability for or on behalf of Client in any manner whatsoever.

8.12 Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement or its Schedule(s).

8.13 Integration. This Agreement, Company's Acceptable Use Policy, and all Schedules constitute the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement shall not be modified or amended except in writing signed by the parties hereto.

8.14 Hierarchy. In the event of any conflict regarding the terms of this Agreement, addendum to this Agreement, Company's Acceptable Use Policy, or any Schedules, their terms shall control in the following order, from highest to lowest priority: (1) Schedules, (2) addendum to this Agreement, (3) this Agreement, and (4) Company's Acceptable Use Policy.

8.15 Counterparts; Imaging. This Agreement and all ancillary agreements referenced herein or executed in connection with this Agreement may be executed in one or more counterparts, and once combined shall constitute a single original. The parties agree that imaged or copied versions of such are fully enforceable, and original documents are not required for either party to enforce its rights thereunder.

[signatures on next page]

Attachment: ENA Health Unified MSA + SOS Bundled - County of Mariposa (11831 : Rural Health Telecom Contract with ENA Healthcare

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

COMPANY:

ENA Healthcare Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

County of Mariposa

By: _____

Name: _____

Title: _____

Date: _____

Attachment: ENA Health Unified MSA + SOS Bundled - County of Mariposa (11831 : Rural Health Telecom Contract with ENA Healthcare

SCHEDULE OF SERVICES

No. 1

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA Healthcare Services, LLC ("ENA") and County of Mariposa ("Client") on _____ (Date) (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)			
☒	Broadband/Internet Access	☒	Telecommunications
☐	Cloud	☐	Video Collaboration Powered by Zoom
☐	Communication	☐	Wi-Fi/LAN
☐	Security	☒	Other

Description and Price of Services

Check one:

☐ Described below ☒ Described in the attached document(s)

Pricing for services as described in attached cost proposal in response to 461 #'s 100046682 and 100046676.

Term (construed in conjunction with any documents attached to this Schedule)

Initial Term	36	months		
Renewal Term(s)	0	Number of Renewal Terms *enter '0' if none permitted*	0	Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)			36	Months
Schedule of Service Term Start Date (at install unless specified herein)				

Billing Address and Billing Contact Information

County of Mariposa
Attn: Accounts Payable
5362 Lemee Lane
Mariposa, CA 95338

[signatures on last page]

Attachment: ENA Health Unified MSA + SOS Bundled - County of Mariposa (11831 : Rural Health Telecom Contract with ENA Healthcare

SCHEDULE OF SERVICES

Nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

ENA:	**CLIENT:**
ENA Healthcare Services, LLC	County of Mariposa
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment: ENA Health Unified MSA + SOS Bundled - County of Mariposa (11831 : Rural Health Telecom Contract with ENA Healthcare

2. Upgraded Pricing

ENA Wide Area Network

Mariposa Co BHRS – Mariposa – 5362 Lemee Lane, Suite A, Mariposa, CA 95338 – HCP Number 22876

Billing Account Number	Telecom Circuit Bandwidth (Mbps)	Term (Months)	Telecom Circuit Monthly Price	Managed Router (SD WAN)
MAR.CA.0006	100	36	$450	$100

Mariposa Co BHRS – Coulterville – 5026 Broadway, Coulterville, CA 95311 – HCP Number 14001

Billing Account Number	Telecom Circuit Bandwidth (Mbps)	Term (Months)	Telecom Circuit Monthly Price	Managed Router (SD WAN)
MAR.CA.0007	50	36	$1,200	$100

ENA Pricing Footnotes

- Quote is valid for 30 days from issue date of: February 8, 2021.
- All pricing presented is contingent on available facilities.
- The pricing above is the gross monthly price for service before any USAC RHC discount is applied.
- Internet access bandwidths are available at increments between the speeds listed in the pricing charts above.

Attachment: ENA Health Unified MSA + SOS Bundled - County of Mariposa (11831 : Rural Health Telecom Contract with ENA Healthcare

Streamlined Sales Tax Governing Board, Inc.

Streamlined Sales Tax Agreement
Certificate of Exemption

Do not send this form to the Streamlined Sales Tax Governing Board.
Send the completed form to the seller and keep a copy for your records.

☒ **Check if you are not tax exempt and you do pay sales tax.**

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. ☐ **Check if you are attaching the Multistate Supplemental form.**

☐ **If not, enter the two-letter abbreviation** for the state under whose laws you are claiming exemption.

2. ☐ Check if this certificate is for a **Single Purchase Certificate**. Enter the related invoice/purchase order #_____.

3. Print or type

A. Name of purchaser
COUNTY OF MARIPOSA

B. Business address | City: MARIPOSA | State: CA | Zip code: 95338

C. Purchaser's tax ID number: 94-6000880 | State of Issue: CALIFORNIA | Country of Issue:

D. If no tax ID number, enter one of the following: FEIN

E. Driver 's License Number/State Issued ID number | State of Issue

F. Foreign diplomat number

G. Name of seller from whom you are purchasing, leasing or renting
ENA Healthcare Services, LLC

H. Seller's address: 618 Grassmere Park Drive, Suite 12 | City: Nashville | State: TN | Zip code: 37211

4. Circle type of business

Purchaser's Type of business. Circle the number that best describes your business.

- ☐ 01 Accommodation and food services
- ☐ 02 Agriculture, forestry, fishing, hunting
- ☐ 03 Construction
- ☐ 04 Finance and insurance
- ☐ 05 Information, publishing and communications
- ☐ 06 Manufacturing
- ☐ 07 Mining
- ☐ 08 Real estate
- ☐ 09 Rental and leasing
- ☐ 10 Retail trade
- ☐ 11 Transportation and warehousing
- ☐ 12 Utilities
- ☐ 13 Wholesale trade
- ☐ 14 Business services
- ☐ 15 Professional services
- ☐ 16 Education and health-care services
- ☐ 17 Nonprofit organization
- ☐ 18 Government
- ☐ 19 Not a business
- ☐ 20 Other (*explain*)_____

5. Circle or check reason for exemption

Reason for exemption. Circle the letter that identifies the reason for the exemption.

- A ☐ Federal government (*Department*)_____
- B ☐ State or local government (*Name*) _____
- C ☐ Tribal government (*Name*)_____
- ☐ Foreign diplomat # _____
- E ☐ Charitable organization #_____
- ☐ Religious organization # _____
- ☐ Resale # _____
- H ☐ Agricultural Production # _____
- I ☐ Industrial production/manufacturing # _____
- J D ☐ Direct pay permit # _____
- K ☐ Direct Mail # _____
- L F ☐ Other (*Explain*) _____
- M G ☐ Educational Organization #

6 Sign here

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser | Print name here | Title | Date

SSTGB Form F0003 Exemption Certificate (Revised 3/31/2020)

Attachment: ENA SUT Exemption Certificate - HHSA (11831 : Rural Health Telecom Contract with ENA Healthcare Services, LLC)

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with Aurrera Health Group

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to Agreement with Aurrera Health Group, LLC to provide services to implement the ACES Aware program, extending the term to September 30, 2021; and authorize the Board of Supervisors Chair to sign the Amendment.

Pursuant to the Legislature's approval and Governor's signature enacting the state's 2019-20 budget, the Department of Health Care Services (DHCS) and the Office of the California Surgeon General launched "ACES Aware," a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for adverse childhood experiences ("ACEs"). DHCS contracted with Aurrera Health Group, LLC (Aurrera) to help develop and implement a provider training program ("Training Program") for providers to qualify to earn supplemental payments for conducting screening for ACEs. Under the contract, Aurrera is authorized and directed to contract with other entities to help develop and promote the Training Program.

With Health and Human Services Agency (HHSA) as the healthcare provider entity, Mariposa County executed an agreement with Aurrera for the term of June 30, 2020 through June 29, 2021. Due to the outbreak and continuing effects of the corona virus, HHSA and Aurrera had limited opportunities to carry out the full extent of the Training program and request an amendment to extend the term of the agreement to September 30, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have a prior history with Aurrera Health Group.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not approve the amendment and incur the risk of not maximizing the benefits of a program specifically implemented for a targeted population in our community.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:

REF ID# 11835

ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (PDF)
NCE Agreement Amendment - Mariposa County HHSAv2(PDF)

COB: 10/5 CC: Audito

D.8.a

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

6/24/2020

To: *Tracy Gauthier, Deputy Clerk of the Board II* **Dept.:** Clerk of the Board **Date:** 9/24/2020 2ND SUBMISSION

From: Beth Rose **Dept.:** HS / Fiscal **Contact No.:** 209-742-0963

Agreement with: Aurrera Health Group or (ACEs Aware Grantee **Term:** 6/30/2020 - 6/29/2021 *(Beginning to end - Must be 1 year or less)*

For: Communications and Outreach Grant Agreement

(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ **No** ☑

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

* *Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO (One will be kept by the Clerk of the Board's office)*
* *Check the type of agreement being submitted below and enter the dollar amount*
* *Route to the Clerk of the Board's Office* (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
*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.**)*

☑ $ -25,586. **CAO (Purchasing Agent) -Section 3.08.090 – *Under $50,000:***
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

_____ **Res. 05-117 and 04-346 – Indemnification Agreements**

_____ **Interdepartmental Agreements**

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD'S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

Aurrera HealthGroup

Aurrera Health Group Grantee Services Agreement

This is an agreement ("Agreement") by and between Aurrera Health Group, LLC, located at 1400 K Street, Suite 204, Sacramento, CA 95814, and Mariposa County Health & Human Services Agency ("Grantee"), located at 5362 Lemee Lane, Mariposa CA 95338, that provides for the provision of certain services by Grantee to Aurrera Health Group on behalf of the California Department of Health Care Services, as described in the attached scope of work, under the terms and conditions set forth below.

Background

California Governor Gavin Newsom, in his first state budget (FY 2019-20), proposed a Medi-Cal supplemental payment for providers to screen both pediatric and adult beneficiaries for trauma using specified screening tools. As the state budget process moved forward, the Governor proposed additional resources specifically targeted at providing health care providers with training and technical assistance to better equip practicing physicians as they worked with patients that have been exposed to significant trauma or have health effects related to trauma exposure. Pursuant to the Legislature's approval and Governor's signature enacting the state's 2019-20 budget, the Department of Health Care Services ("DHCS") and the Office of the California Surgeon General have launched "ACES Aware," a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for adverse childhood experiences ("ACEs"). DHCS has contracted with Aurrera Health Group to help develop and implement a provider training program ("Training Program") for providers to qualify to earn supplemental payments for conducting screening for ACEs. Under the contract, Aurrera Health Group is authorized and directed to contract with other entities to help develop and promote the Training Program.

Terms of Agreement

1. **Contract Period.**
   The effective date of this contract shall begin on June 30, 2020 and conclude on June 29, 2021. Any extension of these contract terms must be expressly approved by Aurrera Health Group.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

Aurrera HealthGroup

2. **Scope of Work**
   The specific services Grantee will provide are set forth in the Scope of Work ("SOW") attached as Exhibit A.

3. **Grant Award**
   The total grant award for this contract is $25,586. The grant budget is to be broken out accordingly:
   - Communications - $25,586

4. **Payment and Invoicing**
   Grantee shall submit monthly invoices by the 15th of the following month that includes a description of services performed and number of hours worked. Expenses for grant activities must also be itemized on a monthly basis. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with Exhibit B. Payments shall be made within thirty (30) calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.

   Invoices and all supporting documentation shall be submitted via the Zengine grantee database program. All payment inquiries may be made to the attention of Jim DeArman, Director of Finance, Aurrera Health Group via email to jim@aurrerahealth.com.

5. **Materials Produced Through this Agreement.**
   Aurrera Health Group gives permission to Grantee to use, reproduce, and disseminate the materials produced through this Agreement, as long as the ACEs Aware grantee logo is included on the materials. Grantee also agrees to post the ACEs Aware logo on its website to indicate their participation in the grant program. If updates are necessary to the materials produced, all changes must be approved by Aurrera Health Group before being finalized. Any requests for changes must be submitted at least fourteen calendar (14) days before the materials are intended to be used to allow time for review and approval of any materials.

   Additionally, all materials will be given free of charge to, and free of access for, any Medi-Cal provider and Grantee will not issue any charges or fees to others requesting the

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

materials or access to the materials, without the express written permission and approval of DHCS.

Ownership of Intellectual Property

DHCS will own any materials produced through this contract and any materials produced through this contract shall include DHCS's notice of copyright. However, DHCS gives permission to the Grantee to use, reproduce, and disseminate the materials produced through this contract. If updates are necessary to the materials produced, all changes must be approved by DHCS before being finalized. DHCS requests that any requests for changes be submitted to DHCS at least fourteen (14) days before the materials are intended to be used to allow DHCS time to review and approve any materials. Additionally, any materials produced will be free to access by any Medi-Cal provider and any charges or fees associated with the materials charged to others, must be approved by DHCS.

6. Confidentiality

a. Definition of Confidential Information

"Confidential Information" means (a) any technical and non-technical information related to Aurrera Health Group's business and current, future and proposed products and services of Aurrera Health Group, including for example and without limitation, Aurrera Health Group innovations, Aurrera Health Group property, and information concerning research, policy development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as "Confidential" or "Proprietary;" and (b) any information that Aurrera Health Group has received from others that may be made known to Grantee that the Grantee is obligated to treat as confidential or proprietary, whether or not marked as "Confidential" or "Proprietary."

b. Nondisclosure and Nonuse Obligations

Except as permitted in this Section, Grantee will not (a) use any Confidential Information; or (b) disseminate or in any way disclose the Confidential Information to any person, company, business or governmental agency or department. Grantee

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

may use the Confidential Information solely to perform project assignment(s) for the benefit of Aurrera Health Group. Grantee shall treat all Confidential Information with the same degree of care as Grantee accords to Grantee's own confidential information, but in no case shall Grantee use less than reasonable care. Grantee shall assist Aurrera Health Group in remedying any the unauthorized use or disclosure of the Confidential Information. Grantee agrees not to communicate any information to Aurrera Health Group in violation of the proprietary rights of any third party.

c. Exclusions from Nondisclosure and Nonuse Obligations

Grantee's obligations do not apply to any Confidential Information that Grantee can demonstrate (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Grantee by Aurrera Health Group through no fault of Grantee; (b) was rightfully in Grantee's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Grantee by Aurrera Health Group; or (c) was independently developed by Grantees of Grantee without use of, or reference to, any Confidential Information communicated to Grantee by Aurrera Health Group. A disclosure of any Confidential Information by Grantee (a) in response to a valid order by a court or other governmental body; or (b) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Grantee provides prompt prior written notice thereof to Aurrera Health Group to enable Aurrera Health Group to seek a protective order or otherwise prevent the disclosure.

7. Amendment Process

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall not be considered binding on either party until it is formally approved in writing by the both parties.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

Aurrera HealthGroup

8. **Assignment**
Grantee may not assign this Agreement, in whole or in part, without the express written consent of Aurrera Health Group.

9. **Noninterference with Business**
Grantee agrees that during the Contract Period of this agreement they will not, either directly or indirectly, solicit, induce, recruit, or encourage any of Aurrera Health Group's employees to leave their employment with the Company, or Grantees to stop doing business with the Company. In the event Grantee hires any of Company's employees or retains any of their Grantees, Grantee agrees to enforce the confidentiality provisions set forth herein as it relates to that employee or Grantee.

10. **Insurance Requirements**
Grantee shall comply with the following insurance requirements:

a. Commercial General Liability

The Grantee must provide to Aurrera Health Group a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Grantee. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

11. **Certificate of Insurance**
The certificate of insurance must identify the Agreement number for which the certificate of insurance applies and include the following provisions:

a. The insurer shall not cancel the insured's coverage without giving 30 days prior written notice to Aurrera Health Group.

b. The State of California, its officers, agents, employees, and servants are

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

included as additional insureds, but only with respect to work performed for the State of California under this Agreement. This includes Aurrera Health Group as an agent of the state for purposes of this Agreement.

12. Insurance Effective During Entire Term

The Grantee agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Grantee agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. DHCS may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

13. Costs of Insurance

Neither DHCS nor Aurrera Health Group will be responsible for any premiums, deductibles, or assessments on the insurance policy.

14. Independent Grantee

Grantee, and the agents and employees of the Grantee, shall act in an independent capacity and not as an employee or agent of Aurrera Health Group or DHCS.

15. Indemnification

Grantee agrees to indemnify, defend, and save harmless Aurrera Health Group, as well as the state, its officers, agents and employees from any and all claims and losses arising from all negligent acts or omissions of Grantee or its agents, officers, or employees in rendering services under this agreement; excluding however such liability, claims, losses, damages, or expenses arising from State's or Aurrera Health Group sole negligence or willful acts.

16. Compliance with Law

The Grantee shall comply with all California and federal law, regulations and published guidelines, to the extent that these authorities contain requirements applicable to Grantee's performance under this Agreement.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

Aurrera HealthGroup

17. **Federal Equal Opportunity Requirements.**
The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

18. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

19. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

20. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

21. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

23. The Grantee will include the provisions of Sections 16 through 22 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by DHCS, the Grantee may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

24. Record Retention

a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records in accordance with 45 CFR section 75.361.
b. Aurrera Health Group and DHCS have the right to access any documents, papers, or other records of the Grantee which are pertinent to the Agreement, for the purpose of performing audits, examinations, excerpts and transcripts. The right to access records also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to the requested documents.
c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Grantee.

25. Monitoring and Audits

a. The Grantee shall be subject to monitoring by Aurrera Health Group for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection and audit of the services provided by the Grantee under this Agreement, as well as the Grantee's files, management procedures, books, and records, as Aurrera Health Group deems appropriate. Aurrera Health Group may conduct monitoring activities at any time during the Grantee's normal business hours.
b. The refusal of the Grantee to permit access to its physical facilities or inspection

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of any documents, files, books, or records necessary for Aurrera Health Group to complete its monitoring and auditing activities constitutes an express and immediate material breach of this Agreement and will be a sufficient basis for Aurrera Health Group to terminate the Agreement for cause.

c. Grantee is also required to meet quarterly, mid-point, and annual reporting requirements as outlined in **Appendix C.**

26. Governing Law; Forum

The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Sacramento, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Sacramento, California, such personal jurisdiction will be non-exclusive. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

27. Compliance with Laws

Each party hereto shall comply with all applicable laws, statutes, regulations, permits, licenses, certificates, judgments, orders, awards, other decisions or requirements of any arbitrator, court, government or governmental agency or instrumentality.

28. Waiver; Modification

If the Company waives any term, provision or Grantee's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Grantee. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

29. Severability

If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect

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that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

30. Entire Agreement

This Agreement, including all exhibits attached hereto, constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

31. Cancellation / Termination

This Agreement may be cancelled by either party without cause upon 30 calendar days advance written notice to the other party, or immediately for cause, which shall mean failure to meet the terms, conditions, or responsibilities of this Agreement. Upon receipt of a notice of termination or cancellation, the Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs. In the event of early termination or cancellation, the Grantee shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

32. Avoidance of Conflicts of Interest by Company

DHCS intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

33. Litigation Notification

Each party shall immediately notify the other party of any communication, notice or other action of which such party becomes aware that may in any way affect the parties' rights and obligations hereunder, or of any other formal or informal action, notice or

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communication from any governmental body, regulatory or other person or entity relating to this Agreement.

34. Applicable law and Arbitration

a. **Arbitration:** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

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IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver these presents as of the day and year first written above.

By: _____ Date: 10 / 5 / 2020
Authorized Grantee Signature

Name: Dallin Kimble

Title: Mariposa County Administrative Officer

By: _____ Date: 8 / 19 / 20
Aurrera Health Group Signature

Name: Hilary Haycock

Title: President

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

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Appendix A

Scope of Work

OVERVIEW OF APPROACH:

Mariposa County will launch a communications and outreach initiative to reach several groups in an effort to educate the community about ACEs Aware, toxic stress, the ACEs Initiative, and how each of the groups can get involved in helping to build resiliency and provide support and linkages to care. These groups include Health Care professionals, Social Services professionals, Behavioral Health and Recovery Services professionals, Service organizations, School staff, Law Enforcement and Probation Officers, Parents/Caregivers/Resources Families, Community Leaders and Community members.

ADJUSTMENTS TO APPROACH DUE TO COVID-19 :

In the fall of 2019, prior to the onset of the COVID-19 pandemic, Mariposa County Behavioral Health and Recovery Services received The Rural Utility Service Grant through the USDA. This grant enabled Mariposa County to purchase telehealth equipment for their partners in order to increase access to health care within the County. Through this grant, new computers with video cameras were purchased and a virtual conference platform called RP1.vc has been utilized to allow for video conferencing and telehealth services. This is a HIPAA compliant platform. Due to COVID-19 emergency, the County was able to integrate video conferencing, telehealth services for clients and clinical staff, clients and doctors for psychiatry services, and utilize Adobe Acrobat for Medical Records and electronic signatures. In addition to the increased telehealth equipment, the County has increased virtual capacity with the use of the Go-To- Meeting platform for virtual conferencing and trainings. On March 20, 2020, County offices were closed due to the COVID-19 pandemic and teleworking was launched immediately. This new approach of providing behavioral health services and training remotely was a sudden change but one that the County was confident to implement.

PLANS FOR EXECUTING GRANT ACTIVITIES VIRTUALLY WHERE NECESSARY:

Due to the COVID-19 pandemic, scheduled in-person trainings and meetings at this time have been cancelled. There is no determination when group in-person trainings will resume. Meetings and trainings will continue to be held virtually through the Go-To- Meetings platform and RP1.vc, when security is necessary. Mariposa County Health & Human Services will

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disseminate a combination of ACEs Aware materials and county produced materials using a varity of strategies. A few of these strategies include: webinars, websites, social media (Facebook, Instagram), newsletters, etc. Additionally, we will use virtual meeting time with partner agencies to ensure that partners are made of aware of virtual trainings and strategies that they can implement and refer those with ACEs into services.

ANY OTHER FACTORS TO BE CONSIDERED:

Due to the rural areas within the County, Mariposa's broadband is limited in various locations. This impacts the WIFI availability within the County. Although some may not be able to connect via webinar, phone conferencing is still an option for most. When and if necessary, devices will be offered to help increase access for providers and partners within the County.

SUBCONTRACTOR:

Mariposa County may award a ***sub contractor*** to perform partial or full services and obligations under this agreement. As previously stated, this will not release Mariposa County of any duties and/or liabilities and is obligated to fulfill compliance of stated terms and conditions of this agreement.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

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Appendix B

Budget Detail and Payment Provisions

1. Grantee shall submit a monthly invoice by the 15th of the following month which includes description of services performed and including the data required under section 4 above. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with the rates or allowable costs specified herein. Payments shall be made within 30 calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.

2. Invoices shall:

    a. Be prepared on Grantee letterhead, or be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the services performed under this Agreement.
    b. Bear the Grantee's name as shown on the Agreement.
    c. Identify the billing or performance period covered by the invoice.
    d. Itemize costs or services provided for the billing period. Reimbursement may only be sought for costs or services expressly identified as allowable in this Agreement.

3. Budget Contingency Clause

    a. It is mutually agreed that if the Budget Act of the current year or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, Aurrera Health Group and DHCS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this

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Agreement and Grantee shall not be obligated to perform any other provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, DHCS shall have the option to either cancel this Agreement with no liability occurring to Aurrera Health Group or DHCS or offer an agreement amendment to Grantee to reflect the reduced amount.

4. Amounts Payable to grantees will be processed within thirty (30) days after receipt of invoice and supporting documentation. Payments can be made via check, banking institution lockbox, electronic funds transfer (EFT) or ACH directly to grantee primary checking account. Please note if Grantee chooses to have grant funds electronically transferred they must complete a EFT/ACH consent form with bank routing number and account number information to Aurrera Health Group for processing.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

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Appendix C

ACEs Aware Grantee Reporting Requirements

All ACEs Aware Grantees are required to submit the following reports in order to receive the full disbursement of grant funds during the contract year:

- Quarterly quantitative data reports, as specified for each grant type and category
- Narrative progress reports at the mid-point and end of the 12-month contract period (instructions and a template for this reporting requirement will be provided later in 2020)
- At the end of each quarter of the contract period, Grantee will submit to Aurrera Health Group Consulting a plan for the following quarter of grant activities.
- Grantee will submit a summary of each convening/training to include numbers of attendees, summary of the content delivered, and participant evaluation results, within 2 weeks after each event. A reporting template will be provided.

The Grantee will be required to report on the following data elements in the quarterly reports. Additional anecdotal and best practices information may be requested from Grantees on a periodic basis as a means of promoting the ACEs Aware initiative. The Grantee will have access to the ACEs Aware Grantee Portal in July 2020. All reports must be submitted through this portal.

Communications

Communications grantees will report on the following:

- Content
    - Content development plan (quarterly)
        - What themes will be explored, experts involved and channels explored
    - Overview of content/messages shared (quarterly)
        - Summary of best performing content/messages and assumptions on why (timing, region, expert involved, promotion approach, etc.)
    - Where appropriate, description of strategic partner/community partner collaborations
- Targeting and Analysis

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

- For each applicable item, please provide information requested
- Number of social media posts
  - Number of "Likes", shares, and engagement rate of posts (by organic vs. paid media)
  - Examples of best performing content and analysis of why
- Number of email blasts
  - Number of recipients
  - Open rate
  - Click rate
  - Examples of best performing content
- Number of newsletters with ACEs Aware information
  - Number of recipients
  - Open rate
  - Click rate
  - Examples of best performing content
- Number of blogs posted
  - Reporting on topics and, if appropriate, authors
  - Number of readers
  - Examples of best performing content
- Number of videos produced and posted
  - Links and number of views
  - Identify best performing content
- New web content developed
- Number of ads produced
  - Where they appeared
  - How long
  - Where possible, provide data on impact and/or engagement and conversion

- Number of testimonials shared
  - List of the spokesperson/s
  - Overview of testimonial/s dissemination platforms

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

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Interim and Final Grant Reports

In addition to the data elements to be requested above, Grantees will be expected to submit a 5-10 page "interim" grant report within 30 days of the close of Q2 of the grant period, and a "final" report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The report would also include elements like a narrative description of the most successful methods the organization used to promote activities, and any mid-course corrections made in response challenges that occurred. Aurrera Health Group will provide a template for these reports in the fall of 2020.

Attachment: ACEs Aware Grantee Contract MC HHSA 9.24.2020 Wallsignatures (11835 : First Amendment - Agreement with Aurrera Health

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Attachment: NCE Agreement Amendment - Mariposa County HHSAv2 (11835 : First Amendment - Agreement with Aurrera Health Group)

Appendix D

Aurrera Health Group and Mariposa County Health and Human Services Agency Agreement Amendment

This amendment ("Amendment") is effective May 1, 2021 between Aurrera Health Group ("Aurrera") and Mariposa County Health and Human Services Agency and amends the original agreement ("Agreement") entered into on June 30, 2020.

Provisions not mentioned here remain unchanged. All the terms and conditions in the original contract stay intact and unchanged. Except as set forth in this Amendment, the Agreement shall continue in full force and effect according to its terms. If there is conflict between this Amendment and the Agreement or any prior amendment(s), the terms of this Amendment shall prevail.

The agreement is amended as follows:

Original Contract Period: Begin June 30, 2020 and conclude on June 29, 2021.

Amended Contract Period: Begin June 30, 2021 and conclude on September 30, 2021.

Grant Award:
The total grant award does not change. Any shifts of funds between grant types will be proposed to the Grant Liaison and presented to Aurrera leadership for review. Payment will be made after Aurrera has determined satisfactory amendment of the contract, timely submission of required quarterly reports, and determination the Grantee is in good standing. All Grant funding is subject to final amendment approval and available state funding for the ACEs Aware initiative.

Record Retention:
a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records in accordance with 45 CFR section 75.361. At minimum, the Grantee agrees to retain all receipts and expense documents acquired during the duration of this grant for at least 5 years after the grant end date. The Grantee will be responsible for providing those documents to Aurrera as requested for any audits that may occur during or after the contract has been completed.

b. Grantees shall retain all records that substantiate the activities, deliverables, and costs under this contract. This includes, but is not limited to:

- Personnel costs
- Proof of purchase for all related equipment and supplies
- Proof of costs and payments for subcontracted providers
- Job descriptions for key staff
- Protocols and workflows as identified in the scope of work

c. Aurrera and DHCS have the right to access any documents, papers, or other records of the Grantee which are pertinent to the Agreement, for the purpose of performing audits, examinations, excerpts and transcripts. The right to access records also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to the requested documents.

d. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Grantee.

Scope of Work:

The specific services the Grantee will provide are set forth in, the Scope of Work ("SOW") attached as Appendix A. Unless otherwise noted, the Grantee agrees to complete the activities outlined in the original SOW and augmented with activities outlined in Appendix E (Work Plan).

Attachment: NCE Agreement Amendment - Mariposa County HHSAv2 (11835 : First Amendment - Agreement with Aurrera Health Group)

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____	Date: _____
Signature: _____	Signature: _____
Name: _____	Name: Jennifer Ryan
Title: Board of Supervisors, Chair	Title: Executive Vice President

COUNTERSIGNED:
(Government Code §25103)

_____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: NCE Agreement Amendment - Mariposa County HHSAv2 (11835 : First Amendment - Agreement with Aurrera Health Group)

Aurrera HealthGroup

Appendix E

Work Plan

Timeline & Activities	Estimated Invoice Amount
May 2021	
• Continue social media posting activities	$600
• Presentation to local coalition (Health & Wellness Coalition) and offer separate presentations to members	$1,400
June 2021	
• Continue social media posting activities	$600
• Presentation to local early childhood organization (e.g., First 5 Commission and Local Planning Council)	$1,400
July 2021	
• Continue social media posting activities	$600
• Presentation to local law enforcement organization (e.g., Probation Department)	$1,400
August 2021	
• Continue social media posting activities	$600
• Presentation to local business organizations (Rotary and/or Chamber of Commerce)	$1,400
September 2021	
• Continue social media posting activities	$600
• Presentation to additional school system staff (repeat offering from April 2021)	$1,400

Attachment: NCE Agreement Amendment - Mariposa County HHSAv2 (11835 : First Amendment - Agreement with Aurrera Health Group)

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment to Agreement for Consulting Services with Cole Communications

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement for Consulting Services with Cole Communications to Include technical assistance for the ACES Program, extending the term of the agreement to September 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to the Legislature's approval and Governor's signature enacting the state's 2019-20 budget, the Department of Health Care Services (DHCS) and the Office of the California Surgeon General launched "ACES Aware," a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for adverse childhood experiences ("ACEs").

Through authorization by the County Administrative Officer, Mariposa County executed an agreement with Cole Communications to provide technical assistance to Health and Human Services Agency (HHSA) staff regarding the ACES program. Specific activities include guidance on social media posts and content, facilitation of stakeholder meetings. data gathering and reporting of data to the State. Due to the outbreak and continuing effects of the corona virus, HHSA and Cole Communications had limited opportunities to carry out the full extent of the Training program and request an amendment to extend the term of the agreement to September 30, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not approve the amendment and incur the risk of not maximizing the benefits of a program specifically implemented for a targeted population in our community.

FINANCIAL IMPACT:
No financial impact, 100% grant funded.

ATTACHMENTS:
Cole Communication Agreement (ACE) 2021 - Wsignature (PDF)
First Amendment - Cole Agreement (ACE) 2021v3 (PDF)

REF ID# 11843

Cc: Auditor 7/20

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

To: *Tracy Gauthier, Deputy Clerk of the Board II* **Dept.:** Clerk of the Board **Date:** 7/16/2020

From: Dumile Wilson **Dept.:** HHSA **Contact No.:** 742-0971

Agreement with: Cole Communications **Term:** 7/1/2020 - 6/30/2021

(Beginning to end - Must be 1 year or less)

For: Consulting Services [Date] RR 07/17 LN/RR

(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ **No** ■

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

* *Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO (One will be kept by the Clerk of the Board's office)*
* *Check the type of agreement being submitted below and enter the dollar amount*
* *Route to the Clerk of the Board's Office* (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
*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.**)*

■ $14,000 **CAO (Purchasing Agent) -Section 3.08.090 – *Under $50,000:***
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

_____ **Res. 05-117 and 04-346 – Indemnification Agreements**

_____ **Interdepartmental Agreements**

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD'S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Revised: 08-23-2019

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of July, 2020 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Cole Communications, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform consulting services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $14,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the 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 the 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 limit of no less than $1,000,000 per accident for bodily injury or disease.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the 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 the 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 the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

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 the County.

(7) Verification of Coverage: Contractor shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The 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

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

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of 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

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

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. ASSIGNMENT

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.

10. 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:
Cole Communications, Inc.
Attn: Nicole Lezin
3552 Paul Sweet Road
Santa Cruz, CA 95065

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 966-8251

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance 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.

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the 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 the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. 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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the [INSERT DEPARTMENT HEAD]. 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.

14. 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.

15. 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 immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. 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.

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

17. 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 claim or 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.

18. CAPTIONS

The captions of this Agreement are for convenience in 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.

19. 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.

20. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

25. 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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. 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.

27. 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.

28. 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.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years 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, the 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

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

such reduction or modification of the County budget, or offer an Agreement amendment 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

Jay D. Kimble
County Administrative Officer

CONTRACTOR

(Signature)

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

Exhibit A
SCOPE OF WORK

Description of Services:

- Contractor will provide technical assistance to HHSA staff for the ACES communications grant which will include but not limited to
  - Technical assistance for social media posts and content
  - Regular meetings with HHSA staff
  - Conduct all stakeholder meetings
- Contractor will be responsible for all reporting to the state

HHSA will provide the following:

- Provide data to the contractor necessary for the reporting
- Will be responsible for all social media posts internally and externally
- Provide contractor information and guidance on potential stakeholders for any meetings that are required as per the grant.

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

Exhibit B
COST PROPOSAL

- Contractor will be reimbursed for each hour of service at the rate of $175 per hour.
- Contractor will be reimbursed for travel mileage at the current IRS rate and lodging expenses.
- The total cost shall not exceed $14,000
- Contractor shall submit detailed invoices to MCHHSA for service hours performed, mileage reimbursement requests showing calculations, and lodging expenses reimbursement requests accompanied by receipts to support the lodging costs requested
- Submit all invoices for the program on a monthly basis with the last invoice submitted no later than July 10, 2021.

Attachment: Cole Communication Agreement (ACE) 2021 - Wsignature (11843 : First Amendment to Agreement for Consulting Services with

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES, 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 Cole Communications, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 22, 2020, wherein **Contractor** agreed to provide consulting 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 September 30, 2021.

Except as herein amended, the Agreement dated July 22, 2020 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Nicole Lezin, President Cole Communications
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: First Amendment - Cole Agreement (ACE) 2021v3 (11843 : First Amendment to Agreement for Consulting Services with Cole

MARIPOSA COUNTY

HHS/Fiscal · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action to Adjust Appropriations Lines in Grant Fund 491 for FY20-21 Year End

---

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Funds Within the Health and Human Services Agency Budgets for Fiscal Year 2020-2021 Year End Balancing Adjustments ($10,294).

Budget Action is adjusting payroll and professional services appropriations to balance grant fund for year end.

This Budget Action increases and decreases appropriations to adjust the initial estimated budget to actual expenses at end of the ELC CARES (fund 491) for 2020-21 Year End Close. There is no overall net change in appropriations for the grant.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In the normal course of business, the Department must request Budget Actions to balance the various Human Services funds to close out the Fiscal Year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Health and Human Services Agency will be unable to pay expenses and balance the budgets in the 491 Fund for FY20-21 Year End.

FINANCIAL IMPACT:
This Budget Action decreases certain expense appropriations by $10,294 and increases other appropriations by the same amount; therefore, it is cost neutral. There is no impact to the County General Fund.

ATTACHMENTS:
Grants Funding Adjustment - initial to actuals Budget Action FY2021 (PDF)

REF ID# 11778

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
491	0548-928	01-01	Health Officer	884	
491	0548-928	02-35	Monthly Longevity		45
491	0548-928	03-10	Social Security		665
491	0548-928	03-11	Medicare		44
491	0548-928	03-13	Medical/Dental/Vision	40	
491	0548-928	03-14	Retirement - Employer		1,064
491	0548-928	03-17	Life Insurance		6
491	0548-928	03-18	SDI		5
491	0548-928	03-19	Cash - Cafeteria Plan	431	
491	0548-928	04-18	PROFESSIONAL SERVICES	8,939	
491	0548-928	04-23	OPERATIONAL SUPPLIES		8,465
	Budget Action to adjust initial estimated budget to actual expenses at end of grants				
TRANSFER BETWEEN FUNDS					
				10,294	10,294

ACTION REQUESTED: (Check all that apply)

( ) 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 appropriating Reserve for Contingencies

(X) 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:

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Attachment: Grants Funding Adjustment - initial to actuals Budget Action FY2021 (11778 : Budget Action to Adjust Appropriations Lines in

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Extra Help Additional Hours from 999 to 1200

RECOMMENDATION AND JUSTIFICATION:
Increase Extra Help Hours from 999 to 1,200 for One (1) Extra Help Employee Assigned to the Solid Waste Division Within the Public Works Department.

The Solid Waste Division has an Extra Help employee who's hours are nearing the 999 threshold and the Department is seeking to extend the amount of hours to 1,200.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of Extra-Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and the Solid Waste Division will suffer a staff shortage.

FINANCIAL IMPACT:
None, sufficient funds are appropriated to fund this request.

REF ID# 11836

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Tax Defaulted Sale

RECOMMENDATION AND JUSTIFICATION:
Authorize the Request for Approval to sell 5-year tax defaulted parcels at the annual auction scheduled for September 9, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved the sale in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action will result in no sale of Tax defaulted parcels.

ATTACHMENTS:
Request for Approval to Sell (PDF)
2021 SALE LIST FOR AGENDA (PDF)

REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AT ANNUAL TAX AUCTION September 9, 2021

June 1, 2021

To the Honorable Board of Supervisors

MARIPOSA County, State of California

Your approval to sell AT PUBLIC AUCTION, for the stated minimum price,

the tax-defaulted property that is subject to the power of sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested. Also in the event that any parcel does not sell, I respectfully request your approval to re-offer that parcel at a reduced minimum price.

KEITH M. WILLIAMS
Tax Collector

_____

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Notice as provided for by law, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of MARIPOSA County,

the 1st day of JUNE, 2021.

ATTEST:

_____ (seal)
Clerk of the Board of Supervisors

By _____
Deputy

Date: _____

SCO 8-02 (1-01)

Attachment: Request for Approval to Sell (11834 : Tax Defaulted Sale)

2021 SALE LIST

For 5-Year Tax Defaulted Properties
Auction Scheduled for September 9, 2021

ITEM No.	APN LAST ASSESSEE MINIMUM BID	TAX ID/DEFAULT # Property Status	DOCUMENT # YEAR DEFUALTED
1	002-220-0190- PRINZ, GEOFFREY 10440 OAKRIDGE CT $15,064.92	133156 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20124945 2014/2015
2	003-160-0340- EKDALL, CRAIG/KIM HOEN 6365 6367 LONE OAK DR $23,119.04	133740 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	961477 2014/2015
3	004-290-0110- LEDGER, CHARLES,JR/TAMINA 9688 ERNST RD $75,937.33	134954 LANY/IMPROVEMENTS SPECIAL ASSESSMENTS	2051295 2014/2015
4	012-090-0260- FAYNE, PHILLIP 6103 SCHOOL LN $5,920.46	142514 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20130216 2014/2015
5	014-030-0130- DISHMAN, RALPH E, TR 18.37 ACRE *UNASSIGNED* $3,305.51	144990 LANY ONLY SPECIAL ASSESSMENTS	2070483 2014/2015
6	014-370-0010- EVANS, LESLIE/CAROLYN 5357 DARRAH RD $11,047.89	146598 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	2033383 2014/2015
7	014-370-0080- RENFRO, ROBERT ROSS 3738 SHERROD RD $15,779.50	146612 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	933881 2014/2015
8	017-120-0220- OHARA, DENNIS/VIRGINIA, TR 4742 GRANITE DOME RD $54,548.26	151338 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	890042 2014/2015
9	017-230-0570- LOPEZ, JUAN 4195 STUMPFIELD MTN RD $18,782.71	152018 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20124321 2014/2015
10	017-330-0200- CHIENG, SAELEE 4846 HIRSCH RD $7,102.62	152314 LAND ONLY SPECIAL ASSESSMENTS	20142622 2014/2015
11	021-150-0350- FIGUEROA, ELIAS 9754 TORITO WAY $5,524.55	156740 LAND ONLY SPECIAL ASSESSMENTS	20141351 2014/2015
12	021-190-0210- ORTIZ, JORGE 9682 ALAMO DR $4,344.75	156966 LAND ONLY SPECIAL ASSESSMENTS	20141308 2014/2015

Attachment: 2021 SALE LIST FOR AGENDA (11834 : Tax Defaulted Sale)

13	021-200-0030- BRAGG, RICHARD, JR LOT 1361 *UNASSIGNED* $3,280.90	157012 LAND ONLY SPECIAL ASSESSMENTS	904540 2014/2015
14	021-230-0050- PONTELO, WILLIAM 9687 FACHADA WAY $41,070.12	157184 LAND ONLY SPECIAL ASSESSMENTS	2056608 2014/2015
15	021-240-0210- NVISION CAPITAL ADVISORS 9657 FACHADA WAY $13,159.98	157248 LAND ONLY SPECIAL ASSESSMENTS	20151792 2014/2015

I certify, or declare, under penalty of perjury that the foregoing is true and correct.
S/Keith M. Williams
Mariposa County Tax Collector

Attachment: 2021 SALE LIST FOR AGENDA (11834 : Tax Defaulted Sale)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclamation - "Trails Day"

RECOMMENDATION AND JUSTIFICATION:

Proclaim June 5Th, 2021 as "Trails Day" (Supervisor Menetrey)

There are more than 200,000 miles of trails in America, and it takes the combined efforts of enthusiasts everywhere to keep them active and clear for people to enjoy.

The history of Trails Day stretches back more than fifty years. Historically, there were no government-mandated trails. Starting in October 1968, however, President Lyndon B. Johnson signed the Trails Act into law, which established a network of trails that people could use for tourism and recreation.

In 1993, the Hiking Society launched the first Trails Day.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize the positive effects provided by Trails Day.

ATTACHMENTS:
Trails Day proclamation (PDF)

The Mariposa County Board of Supervisors
proclaims

June 5, 2021
as
"Trails Day"

WHEREAS Mariposa County possesses trails of remarkable and outstanding diversity; and

WHEREAS these trails typically occur on publicly managed lands; and

WHEREAS the county and community of Mariposa are committed to the planning of extending the recreational benefits of the Mariposa Creek Project and the Stockton Creek Reservoir Trails; and

WHEREAS the community also enjoys the many benefits derived from the outstandingly remarkable values of two federally designated National Wild and Scenic Rivers; and

WHEREAS these trails and features serve to meet the growing need for a wide variety of recreation; and

WHEREAS Trails Day is an opportunity to increase public awareness of local trail opportunities; and

WHEREAS the citizens of Mariposa County are encouraged to participate in Trails Day activities to strengthen their understanding, appreciation, and commitment to the outstanding and remarkable values of local trails.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims June 5, 2021 as **Trails Day**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 1st day of June 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Trails Day proclamation (11782 : Proclamation - "Trails Day")

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclamation - "Elder and Dependent Adult Abuse Awareness Month 2021"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of June, 2021, as "Elder and Dependent Adult Abuse Awareness Month."

As the number of older adults continues to grow, we may see more elderly and dependent adults become vulnerable to financial abuse, physical abuse, or neglect. Every month in California, as many as 50,000 cases of elder and dependent adult abuse go unreported. For every reported case of elder or dependent adult abuse, as many as four go unreported. World Elder Abuse Awareness Day is on June 15th, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board typically approved similar proclamations to raise awareness to the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County would miss out on an opportunity to acknowledge and spread awareness in our community regarding elder & dependent adult abuse and prevention methods.

ATTACHMENTS:
Elder and Dependent Adult Abuse Awareness Month (PDF)

The Mariposa County Board of Supervisors

Proclaims the

Month of June 2021

as

"Elder and Dependent Adult Abuse Awareness Month"

To help raise awareness of Elder and Dependent Adult Abuse in our community. We encourage all our residents to be aware of the signs of abuse in order to help the most vulnerable residents of Mariposa County Communities.

Dated: June 1, 2021

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Elder and Dependent Adult Abuse Awareness Month (11804 : Proclamation - "Elder and Dependent Adult Abuse Awareness Month

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclamation - Month of June as "Mens Health Awareness Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of June 2021 as "Men's Health Awareness Month"

This proclamation will bring attention to men's health. Increasing the awareness of the impacts of today's society on the health of men and boys may lead to increased screening and routine care and decrease the burden of disease in the community.

In order to decrease the burden and increase awareness and education, Mariposa County Public Health will be sharing resources and information to our community all month long.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Miss the opportunity to recognize the impacts of men's health in a community.

ATTACHMENTS:
Mens Health Awareness Month (PDF)

The Mariposa County Board of Supervisors
proclaims the

Month of June 2021
as
"Men's Health Awareness Month"

WHEREAS June has been nationally recognized as **"Men's Health Awareness Month"** since 1992; and

WHEREAS, despite advances in medical technology and research, men continue to live an average of five years less than women, with Native American and African-American men having the lowest life expectancy; and

WHEREAS educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

WHEREAS men who are educated about the value that preventative health practices can play in prolonging their lifespan and their role as family members will be more likely to participate in health screenings; and

WHEREAS fathers who maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

WHEREAS thousands of organizations across the country and around the world participate in Men's Health Month activities, promoting the health and wellness of men, boys, and their loved ones.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby proclaims the month of June 2021 as **"Men's Health Awareness Month"** in Mariposa County.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 1st day of June, 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Mens Health Awareness Month (11849 : Proclamation - Month of June as "Mens Health Awareness Month")

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Plans & Specs, Authorize to Advertise and Award the Triangle Road Rehab Project

---

RECOMMENDATION AND JUSTIFICATION:
Approve Plans and Specifications for Construction of the Triangle Road Rehabilitation Project; Authorize the Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; and Authorize the Public Works and Transportation Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This project will not be bid and the funding may become victim to erosion through inflation when ultimately bid and awarded.

ATTACHMENTS:
TRIANGLE BID PACKAGE COMPLETE Section 2 (PDF)

REF ID# 11794

COUNTY OF MARIPOSA

DEPARTMENT OF PUBLIC WORKS

COMPLETE BID PACKAGE

BID BOOK

(BID PACKAGE 1 OF 2)
FOR

State Transportation Improvement Program (STIP)
Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1
State Project # RPL 5940(137)

June 2021

For use in Connection with the 2018 Standard Specifications of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

BOARD OF SUPERVISORS

Marshall Long, Chair
Rosemarie Smallcombe, Vice Chair
Tom Sweeney
Wayne Forsythe
Miles Menetrey

_____ _____
Gary Brown PE, County Engineer **Date**

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

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COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PROPOSAL

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

NAME OF BIDDER: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: ( ) FAX: ( )

E-mail address: _____ Contractor License No.: _____

Year established _____ Estimated yearly contracts _____

The work to be done and referred to herein is:

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

Located in Mariposa County, State of California, and shall be constructed in accordance with the Contract Documents, which require the payment of State of California General Prevailing Wage Rates, including:

The Notice to Contractors and Special Provisions (Bid Package 2 of 2), Construction Plans and Contract entitled

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

including any addenda thereto annexed hereto, the latest Department of Transportation Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of Bid Items 1-12.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item

total, whichever most closely approximates percentage wise the unit price or item total in the County of Mariposa's estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Mariposa, and that discretion will be exercised in the manner deemed by the County of Mariposa to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Mariposa respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the County of Mariposa, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Mariposa that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Mariposa.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Mariposa, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

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COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS
BID SCHEDULE

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11 *County Project # 1311-2001-1*

No.	ITEM DESCRIPTION BASE BID ITEMS 1-12	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	CONSTRUCTION AREA SIGNS	LS	1		
2	TRAFFIC CONTROL SYSTEM	LS	1		
3	CLEAN AND RESHAPE ROADSIDE DITCHES	LF	24,300		
4	ROCK SLOPE PROTECTION (CARTER RD.)	TON	100		
5	COLD PLANE AC PAVEMENT	SY	2,255		
6	0.20' FIBER REINFORCED HOT MIX ASPHALT	TON	4,600		
7	CONTRACTOR SUPPLIED MATERIAL TESTING	LS	1		
8	SHOULDER BACKING	CY	1,000		
9	PAINT TRAFFIC STRIPE (2 COAT), DETAIL 21	LF	11,960		
10	PAINT 12" STRIPE (2 COAT)	LF	95		
11	PAINT PAVEMENT MARKINGS	SF	66		
12	MOBILIZATION	LS	1		
	ALTERNATIVE BID ITEMS				
Alt 13	0.20' HOT MIX ASPHALT (TYPE A)	TON	4,600		
Alt 14	CLEAN CULVERTS	EA	25		

The Contract, if awarded, will be to the lowest responsive and responsible bidder of the Base Bid, Items 1-12. Each item description is defined in Section 10-2 of Bid Package 2 of 2.

BID SCHEDULE STIP – Triangle Road PM 11.80 to 14.11 TOTAL IN FIGURES: $_____
ITEMS 1-12

AMOUNT OF BID, WRITTEN OUT: _____

_____ DOLLARS

CONSTRUCTION COMPANY NAME: _____

CLASS: _____ LICENSE NO.: _____ PWCR (DIR) NO.: _____

SIGNATURE OF BIDDER: _____ DATE: _____

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DESCRIPTIONS OF BID ITEMS AND BASIS OF PAYMENT:

Bid Item No. 1 – Construction Area Signs

Construction area signs include all temporary signs and object markers required for the direction of traffic through or within the project limits and general information signs.

Contract bid item Construction Area Signs shall be measured on a unit lump sum basis.

Bid Item No. 2 – Traffic Control System

Traffic Control System includes preparing traffic control plans, flagging, pilot car, traffic-handling equipment, devices and other related items to provide for safety and convenience to the public and public traffic during all stages of construction.

Contract bid item Traffic Control shall be measured on a unit lump sum basis.

Bid Item No. 3 – Clean and Reshape Roadside Ditches

Clean and Reshape Roadside Ditches includes blading shoulders and ditches, establishing the edge of pavement, removing loose material from backslopes, removing excess organic and other excavated debris that forces water back on the roadway surface and re-establishing leadoff ditches. Debris shall be removed offsite.

Contract bid item for Clean and Reshape Roadside Ditches shall be measured on a linear foot basis.

Bid Item No. 4 –Rock Slope Protection (Carter Rd.)

Rock Slope Protection consists of repairing the headcutting occurring at the intersection of Triangle Road and Carter Rd. The work includes removing debris and vegetation, repairing the slope w/ compacted native material, installing fabric and ¼ ton rock riprap around the existing headwall.

Contract bid item Rock Slope Protection shall be measured per ton including trimmed and graded existing slope and installing fabric.

Bid Item No. 5 – Cold Plane AC Pavement

Cold Plane AC Pavement includes constructing conforms at the limits of work, cross streets, driveways, and cattleguards. At the option of the Contractor, the AC may be sawcut and removed to the limits specified in these specifications.

Contract bid item Cold Plane AC Pavement shall be measured on a square yard basis.

Bid Item Nos. 6 and Alt. 13– Hot Mix Asphalt

These items provide all asphalt concrete paving work in accordance with these special provisions, Section 39, Asphalt Concrete, of the Standard Specifications, as shown on the plans, and as marked in the field by the Engineer. The work includes all labor, materials, and equipment required to complete all asphalt paving work, including, but not necessarily limited to, asphalt pavements and bases, asphalt patching, minor asphalt conforms as specified herein or otherwise necessary so that other materials or work may be constructed

Contract bid item HMA shall be measured by the Ton (TON) of asphalt actually placed. Weight certificates shall be furnished by the Contractor to the Engineer at the job site upon delivery of the material. Certificates shall be a legible copy of a licensed weigh master's certificate showing gross tare, and net weight of each truckload of asphalt concrete.

Fiber reinforcement may be FORTA FI, ACE XP or approved equal and added to the batch processing per the manufacturers guidelines.

Bid Item No. 7 – Contractor-Supplied Material Testing

Contractor shall supply independent HMA placement acceptance testing necessary to determine conformance with the provisions in Section 39 of the Standard Specifications and these Special Provisions.

Contract bid item Contractor Supplied Material Testing shall be measured on a unit lump sum basis.

Bid Item No. 8 – Shoulder Backing

Shoulder Backing consist of constructing material adjacent to the new edge of pavement to bring the shoulder up to the new pavement surface in accordance with the details shown on the plans and Standard Specifications.

Contract bid item Shoulder Backing shall be measured on a cubic yard basis. Conversion factor - 145 lbs/ft3

Bid Item No. 9,10,11 – Paint

Painting shall conform to the provisions in Sections 84-1, “General”, and 84-2, "Traffic Stripes and Pavement Markings” of the Standard Specifications and these Special Provisions.

Contract bid item for the centerline and stop bars shall be measured on a linear foot basis. Markings shall be measured on a square foot basis.

Bid Item No. 12 – Mobilization

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, bonds, insurance and incidentals to the project site; for the establishment of all offices and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. It shall also include demobilization of equipment and personnel upon completion of construction.

Contract bid item Mobilization shall be measured on a unit lump sum basis.

Bid Item No. Alt. 14 – Clean Culverts

Clean Culverts includes removing vegetation and debris from inlets and outlets of CMP drainage structures varying in size between 12 and 36 inches. Clean to the ditch line a distance of approximately 5 ft from the inlets and outlets. Clean the first 2 ft of the pipe’s inlet and outlet.

Contract bid item Clean Culvert shall be measured on a unit price for each crossing location. 1 each includes cleaning both the inlet and outlet at a single location.

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LIST OF SUBCONTRACTORS

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of **one-half of one percent of the total bid presented herewith or $10,000, whichever is greater**. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are **REQUIRED**, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NONRESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

CLASS: _____ LICENSE NO.: _____ PWCR (DIR) NO.: _____

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

CLASS: _____ LICENSE NO.: _____ PWCR (DIR) NO.: _____

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

CLASS: _____ LICENSE NO.: _____ PWCR (DIR) NO.: _____

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

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COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

ADDENDA ACKNOWLEDGMENT

This Proposal is inclusive of all addenda issued during the bidding process.
If any Addenda require revisions to the Bid Schedule(s), insert them as part of this proposal.

Addendum(s) _____ Bidder's Initials _____

SECURITY

Accompanying this proposal is:

_____

INSERT THE AMOUNT AND THE WORDS "CASH", "CASHIER'S CHECK", "CERTIFIED CHECK" OR "BIDDERS BOND"

in an amount equal to at least ten (10) percent of the total of the bid.

LIST OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

_____
_____
_____

IMPORTANT NOTICE. If bidder or other interested person is corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: _____ Exp. Date: _____ Classifications: _____

_____ _____
Print Name and Title of Bidder Date Signature of Bidder

_____ _____
Business Address Place of Business

_____
Place of Residence

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PUBLIC CONTRACT CODE

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder

Has ☐ Has not ☐

been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature: _____ Date: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

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PUBLIC CONTRACT SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NON COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

This Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the County of Mariposa Department of Public Works:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature: _____ Date: _____

DISQUALIFICATION QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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NONLOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

Bond No. _____

We, _____ as Principal
and _____ as Surety are bound unto the County of Mariposa, hereafter referred to as "Obligee", in the penal sum of ten (10) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

for which bids are to be opened at _____ on _____.
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the Obligee, one to guarantee faithful performance of the contract, second to guarantee payment for labor and materials as provided by law, and third to be a maintenance warranty bond, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Date: _____ , 20 _____

_____
Principal

_____
Surety

_____
Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Mariposa, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars ($_____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and hold harmless the County of Mariposa, its elected and appointed officials, officers, employees, agents and volunteers, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

_____
_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

Bond No. _____

WHEREAS, The County Mariposa , acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars ($_____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

_____
_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

COUNTY OF MARIPOSA

DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS

(BID PACKAGE 2 OF 2)

FOR

State Transportation Improvement Program (STIP)
Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1
State Project # RPL 5940(137)

June 2021

For use in Connection with the 2018 Standard Specifications of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

BOARD OF SUPERVISORS

Marshall Long, Chair
Rosemarie Smallcombe, Vice Chair
Tom Sweeney
Wayne Forsythe
Miles Menetrey

Gary Brown PE, County Engineer **Date**

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

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DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

(1 OF 2)

NOTICE IS HEREBY GIVEN THAT sealed bids will be received in the office of the Department of Public Works of Mariposa County at 4639 Ben Hur Road, Mariposa, California until **(See Date Below)** after which said bids will be publicly opened and read in the Public Works public counter at 4639 Ben Hur Road, Mariposa, in accordance with the contract documents referred to as:

STIP – Triangle Road Rehabilitation PM 11.80 to 14.11
County Project # 1311-2001-1

Any bid received after the time and date listed below will be returned unopened. Bids are required for the entire work described in accordance with the provisions of the contract documents on the proposal forms furnished therein, and in accordance with the Plans & Details, and the Special Provisions. Prospective bidders are encouraged to attend the optional bid-walk as noted below.

DESCRIPTION OF WORK:
The work to be done consists of paving 2.31 miles of Triangle Road, from PM 11.80 to PM 14.11, with 2 ½ inches of Fiber Reinforced Hot Mix Asphalt. The project requires prevailing wage and DIR registration. Engineer's Estimate is $900,000.

The lowest bid shall be the lowest price on the base bid contract without consideration of the prices on the additive or deductive items.

IMPORTANT DATES:

Public Notice advertised in the Mariposa Gazette:	TBD
OPTIONAL Pre-Bid Meeting at 4639 Ben Hur Road, is scheduled for:	10am on Tuesday TBD 2021
Last day and time to submit bids - Bid Closing:	2pm on Tuesday, TBD 2021

Any communications relative to this project should be directed to:

Gary Brown, P.E., County Engineer
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356
gbrown@mariposacounty.org

CONTRACT DOCUMENTS: The complete Bid Package may be viewed or obtained at any of the following: Public Works Front Counter (CD), Download from the Public Works Webpage (click the bids & RFPs link), or at any of the above Contractor's exchanges.

Fresno Builders Exchange
Phone: (559)-237-1831

Stockton Exchange
Phone: (209)-478-1000

Mariposa Contractors Assoc.
Phone: (209) 966-5914

Valley Builders Exchange
Phone: (209)-522-9031

Sacramento Regional
Phone: (916) 442-8991

Tulare/King Builders Exchange
Phone: (559) 732-4568

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DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

(2 OF 2)

Board of Supervisor's Resolution: _____

D.I.R. REQUIREMENTS: The Bidder must be registered with the Department of Industrial Relation prior to bid opening and provide proof of registration in the bid package (including any listed sub-contractors).

COMPLETION OF WORK: The Bidder is referred to Section 8 of the Special Provisions which allows **45 working days** for completion of the work. The County reserves the right to assess a penalty of **$250 per day** for work exceeding the allowed days.

QUANTITY OF WORK: The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The County of Mariposa does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary. The County reserves the right to reduce or increase the bid schedule quantities by as much as **twenty five percent (25%)** for each affected line item.

DBE: The County of Mariposa affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

BID SECURITY: All bids shall be accompanied by a bidder's bond amounting to **ten percent (10%)** of bid amount payable to said County as liquidated damages. Said amount shall be retained by, or said bond shall become payable to said County if the bidder depositing same does not, within **10 working days** after written notice that the contract has been awarded to him, enter into a contract with the County.

BID QUESTIONS: All bid questions or request for information will be addressed in issued project Addenda without delay as long as they are submitted at least **3 working days** prior to the bid close.

BONDS: The successful bidder shall, after Notice of Award, furnish a payment bond and a performance bond, each in the amount of **one hundred percent (100%)** of the contract price.

ADDENDUMS TO BID DOCUMENTS: The Owner's Representative may issue addendums to the project specifications as deemed necessary to modify the project documents prior to bid close. Addendums will be in writing and may modify the content of the project documents as well as the date that bids are accepted by the County.

CONTRACTOR LICENSE REQUIRED: The successful bidder and/or their sub-contractor, before contract award, must possess a current **Class A General Engineering or Class C-12 Earthwork and Pavement** Contractor's license issued by the State of California Licensing Board. Failure of the bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

WAGE RATES: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the County of Mariposa Department of Public Works and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov

PAYMENT RETENTION: Upon the Contractor's request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300 , if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430 or bank or savings and loan certificates of deposit in accordance with the conditions of the Special Provisions.

AWARD OF CONTRACT: The award of the contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within **60 days** after the opening of the proposals. The award of the contract will be subject to the availability of funds. The County of Mariposa reserves the right to reject any or all bids and to waive any irregularities in the bidding.

SECTION 1 SPECIFICATIONS AND PLANS

1-1.00 GENERAL

Sections 1 through 9 of the State of California Department of Transportation Standard Specifications – 2018 are hereby included by reference, and are modified by the language in these Special Provisions.

1-1.01 Definitions

The intent and meaning of the terms in the proposal, contract and other contract documents shall be interpreted accordingly as follows:

ATTORNEY GENERAL – The County Counsel of the County of Mariposa.

CONTRACT/CONTRACT DOCUMENTS - The written agreement covering the performance of the work. The contract shall include the Notice to Contractors, Instructions to Bidders, Proposal, Plans, Specifications, Special Provisions and Contract Bonds; also any supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the contract and include contract change orders.

COUNTY - Shall mean the County of Mariposa

ENGINEER - Shall mean the County Engineer or his authorized representative

MAY - "MAY" is permissive

SHALL - "SHALL" is mandatory

DIRECTOR – Shall mean the Director of Public Works

OWNER'S REPRESENTATIVE – Shall be determined at the pre-construction meeting

DIR – Shall mean Department of Industrial Relations

DBE – Shall mean Disadvantaged Business Enterprise

PWCR – Shall mean Public Works Contractor Registration

CALTRANS STD. SPECS – Shall mean California Department of Transportation Standard Specifications

FHWA – Shall mean Federal Highway Administration

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.00 General

Bids shall be submitted, on the form provided, in a sealed envelope clearly marked with the name and address of the bidder, the title of the project, and the date and time of the bid opening. Any bid received after the time and date listed in the Notice to Contractors or as modified in Addenda, if applicable, will not be opened.

2-1.01 Public Contract Code

The Contractor's attention is directed to their completion and endorsement of the following Public Contract Code requirements (in Bid Book):

- Public Contract Code Section 10285.1 Statement
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Section 10232 Statement
- Non collusion Affidavit, Title 23, United States Code, Section 112, and Public Contract Code Section 7106; Declaration. Signing the proposal shall also constitute signature of the Non collusion Affidavit.
- Equal Employment Opportunity Certification

2-1.02 Addenda

Any addenda issued by the Owner's Representative during the time of bidding, or forming a part of the documents issued to the bidder for preparation of his bid, shall be covered in the bid and shall be a part of the contract. Receipt of all addenda shall be understood as accepted under the "Addends Acknowledgment" section within the Bid Book (bid package 1 of 2).

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.00 General

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.01 Award of Contract

The award of the contract is subject to the availability of funds.

The County reserves the right to reject any and all bids, and to waive any irregularities in the bidding.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The award of contract, if it be awarded, will be made within the 60 days of bid opening to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3-1.011 Contractor's License

Prior to award of contract, the Bidder shall possess a valid **Class A or Class C-12** Contractor's License issued by the State of California Contractor's Licensing Board. Failure of the Bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

3-1.02 Contract Bids

Bid bonds must be underwritten by an admitted surety and the surety shall comply with the provisions of California Code of Civil Procedure Section 995.630. Bid Bonds shall be accompanied by a certificate of

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

authority as provided for by California Code of Civil Procedure section 995.640 (b). The County reserves the right to satisfy itself as to the acceptability of the surety. The following documents must be submitted with the bonds:

- The original, or certified copy, of the un-revoked appointment, power of attorney, bylaws or other instrument authorizing the person who executed the bond to do so.
- A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
- Certification that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled or suspended, or in the event that it has, that renewed authority has been granted.

3-1.03 Bid Protest Procedures

Any bid protest must be in writing and received by the Mariposa County Department of Public Works at 4639 Ben Hur Road, Mariposa, CA 95338, before 4:30 p.m., no later than two working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

a. **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by County, the protesting bidder must submit a non-refundable fee in the amount specified by County, based upon County's reasonable costs to administer the bid protest. Any such fee must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.

b. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

c. **Copy to Protested Bidder**. A copy of the protest and all supporting documents must be concurrently transmitted by email or hand delivery, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

d. **Response to Protest**. The protested bidder may submit a written response to the protest, provided the response is received by County before 4:30 p.m., within two working days after the Bid Protest Deadline or after its actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

e. **Copy to Protesting Bidder**. A copy of the response and all supporting documents must be concurrently transmitted by email or hand delivery, by or before The Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. **Exclusive Remedy**. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

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g. **Right to Award**. The Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

3-1.04 Contract Bonds.

The successful bidder shall furnish two bonds. The Performance Bond shall secure the payment of claims of laborers, mechanics or material persons employed on the work under the contract. The Payment Bond shall guarantee the faithful performance of the contract.

The performance and payment bonds shall each be in a sum equal to at least 100% of the contract price. The form for each bond is included after the sample contract included.

Any alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

3-1.05 EXECUTION OF CONTRACT

The contract shall be executed by the successful bidder and three (3) wet signature shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Mariposa County Department of Public Works
Attention: Jean Dordan c/o Project #1311-2001-1
4639 Ben Hur Road
Mariposa, CA 95338

SECTION 4 SCOPE OF WORK

4-1.00 General.

The work to be done will be performed on Triangle Road and consists of construction of a 2-1/2-inch overlay with FRAC from P.M. 11.800 to P.M. 14.11. The asphalt is to be Type “A” 3/8” med. HMA per section 39-2.02 (3/8” HMA-A PG 64-16). Fiber Reinforcement may be either FortaFi or AceXP. Work includes Construction Area Signs, Traffic Control, Cleaning and Reshaping Roadside Ditches, Cleaning Culverts, Cold Planing AC Pavement, Contractor Supplied Material Testing, Shoulder Backing, Painting, and Mobilization. The County uses two (2) 4” centerline stripes with a 3” black stripe between.

4-1.03F Hazardous Waste or Unusual Conditions

The Contractor shall promptly, before the following conditions are disturbed, notify the county in writing of any:

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1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Unknown physical condition at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

4-1.03G Asbestos and Hazardous Substances.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Owner's Representative in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

Hazardous materials may be present in construction affected by removal and dismantling work.

1. If unanticipated asbestos is suspected, stop work in the area of potential hazard, shut off fans and other air handlers ventilating the area, and rope off area until the questionable material is identified. Re-assign workers to continue work in unaffected areas. Resume work in area of concern after safe working conditions are verified.
2. Lead Paint: Contractor shall be responsible for meeting all code and safety requirements for proper handling, protection and disposal of lead based paint.
3. Contractor shall be responsible for insuring that personnel within the work area are protected from exposure to any hazardous materials encountered.
4. Contractor shall be responsible for all testing costs necessary to insure their personnel are not exposed to hazardous materials and work conditions.

SECTION 5 CONTROL OF WORK

5-1.00 General.

5-1.01 Authority of the Owner's Representative.

The Contractor shall be authorized to take direction only from the Owner's Representative who shall be named by the County prior to the start of work.

5-1.02 Proposed Changes in Procedure.

The Contractor shall submit details for any proposed maintenance or construction procedures that differ substantially from those set forth in the Contract Documents. The Contractor shall not use any such procedures except as authorized by an approved contract change order.

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5-1.03 Final Inspection.

Upon substantial completion of the work, the Contractor shall request in writing a punch list from the Owner's Representative. Upon completion of all punch list items, the Contractor shall request final inspection of the work. If work is approved as complete (including all required forms and reports), Owner's Representative shall proceed with acceptance of contract as per Section 5-1.46 of the Caltrans Standard Specifications.

5-1.18 Prompt Progress Payment to Subcontractors.

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

7108.5:

(a) A prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.

(b) Any violation of this section shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

(c) In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs.

(d) The sanctions authorized under this section shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

(e) This section applies to all private works of improvement and to all public works of improvement, except where Section 10262 of the Public Contract Code applies.

5-1.19 Prompt Payment of Funds Withheld to Subcontractors.

The County of Mariposa shall hold retainage (5%) from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted, including incremental acceptances of portions of the contract work by the County. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

SECTION 6 CONTROL OF MATERIALS

6-1.01 GENERAL

The Contractor shall furnish all materials required to complete the work. All materials furnished and used in the work shall be new and will be subject to inspection and tests by the Engineer or the Engineer's designated representative.

The Contractor shall furnish without charge such samples as may be required, and shall furnish the Engineer a list of the Contractor's sources of materials and locations at which such materials will be available for inspection.

6-1.02 STORAGE

Materials or articles to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

6-1.03 DEFECTIVE MATERIALS

All materials which the Engineer has determined do not conform to the requirements of the plans and specifications will be rejected whether in place or not. The rejected materials will be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer, the Engineer shall have the authority to remove and replace such rejected material, and to deduct the cost thereof from any moneys due or become due to the Contractor.

6-1.04 MATERIAL UNITS

To determine material quantities, certain Bid Item materials have been calculated by volume. For the materials 'Unit' noted by volume, in the Bid Schedule, but are delivered by weight, the contractor shall provide with the material submittal package the density composition of the material. The material density composition is to determine an agreed unit volume to weight conversion factor for payment purposes.

The material submittal package and density compositions can be provided at the time of the pre-construction meeting or prior to construction.

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SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY

7-1.00 General.

Contractor is referred to all Contract Documents regarding legal relations and responsibilities.

7-1.01A(2) Prevailing Wage.

The general prevailing wage rates which are determined by the Director of Industrial Relations, for the County in which the work is to be done, are available from the California Department of Industrial Relations' Internet web site at **http://www.dir.ca.gov** . These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

If future effective general prevailing wage rates have been predetermined, they are on file with the California Department of Industrial Relations and apply to this contract.

Pursuant to 1773.2 of the Labor Code, general prevailing wage shall be posted by the Contractor at a prominent place at the site of the work.

7-1.01A(4) Labor Nondiscrimination.

Attention is directed to the following notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination", of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

7-1.02L(2) Antitrust Claims.

The Contractor's attention is directed to the following provisions of Government Code (Title 1, Division 5, Chapter 11) Sections 4551, 4553, and 4554, which shall be applicable to the Contractor and his subcontractors:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=11.&article=

7-1.04(1) Permits.

Coordinate with Public Works to obtain the required encroachment permit.

7-1.12 Indemnification and Insurance

Indemnity Agreement. The Contractor shall indemnify, defend and hold harmless the County of Mariposa and all its elected and appointed officials, employees, agents and volunteers, including its consultants connected with the work, as well as all property owners that have granted construction easements to the County for this project, from all claims, suits or actions of every kind and description including costs and attorneys' fees, brought forth, or on account of, injuries to or death of any person including, but not limited to, workmen and the public, or damage to property arising out of the Contractor's performance of the work under the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and hold harmless includes the duties as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its elected and appointed officials, employees, agents and volunteers, it is the intent of the parties that the

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Contractor will indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary, on the part of the County, the Contractor, the subcontractor or employee of any of these.

The Contractor shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties or claims arising out of the Contractor's failure to comply with the federal immigration laws.

Insurance. Before Contractor shall commence work under this contract and before any subcontractor shall commence work under any subcontract executed pursuant to this contract, the Contractor shall deposit or cause subcontractor to deposit a policy or binder evidencing each insurance required by this contract with the County.

Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$2,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than [$1,000] payable by Contractor.

Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its Board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in the Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

Insurance policies for this Project shall contain an endorsement containing the following terms:

Owner Indemnities shall be named as Additional Insured, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. 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 the Owner has received a waiver of subrogation endorsement from the insured.

The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

Certificates of insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of

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cancellation described in clause 6.02 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage by this clause. All certificates and endorsements are to be reviewed and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all insurance policies, including endorsements required by these specifications, at any time.

All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Workers' Compensation) must have an A. M. Best Company rating of [A-, VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or shall be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

Contractor agrees to include with all subcontractors the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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.

Cancellation of Insurance. Each policy of insurance required by this contract shall contain a provision requiring that written notice be given to the County at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be canceled before completion of said work, the County may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts due the Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract or otherwise in law.

7-1.16 Contractor's Responsibility for Maintenance.

For a period of one year after acceptance of the work, the Contractor shall be responsible for the repair of all defects or failures occurring in the work which are, as determined by the Owner's Representative, due to negligence in the manufacture and/or installation of the facility, exclusive of the operation of the facility by the County or its agents, acts of third parties, acts of God, or acts of the common enemy.

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The Contractor, upon notice from the Owner's Representative, shall promptly commence and diligently prosecute the repair of any defects or failures that develop during the one year maintenance period. Repairs, as may be required by the Owner's Representative, shall be made by the Contractor in such manner as to cause the least practicable interference with the use of the facility in service. The Contractor shall make necessary arrangements to have competent personnel and suitable equipment available so that repairs may be commenced within 48 hours after receipt of notice from the Owner's Representative. If the Contractor fails or refuses to make required repairs or replacements with due promptness and diligence, as determined by the Owner's Representative, the County shall have the right to make repairs and replacements and, unless it is determined that the cost of the work is chargeable to the County or third party, the entire cost thereof shall be paid by the Contractor and may be collected from the Contractor or the Contractor's Surety(ies) or both. The cost of furnishing the bonds shall be included in the unit price bid in the schedule for other items of work. The Contractor will be reimbursed the actual and necessary cost plus 15 percent for profit and general expense of any work or materials pertaining to repairs or replacements that are found to be the responsibility of the County.

7-1.17 Acceptance of Contract.

Date of final acceptance of contract shall be the date whereon the County records a Notice of Completion for the project.

7-1.19 Rights in Land and Improvements.

The road right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other property which is occupied during work and shall leave the area in a presentable condition.

The Contractor shall secure at own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the project limits. Full compensation for arranging, developing and final cleanup of the site shall be considered as included in the various items of work, and no additional compensations will be allowed therefor.

SECTION 8 PROSECUTION AND PROGRESS

8-1.00 General.

8-1.01 Subcontracting.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at

http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html

8-1.03 Beginning of Work.

The Contractor shall begin work within 10 calendar days after the date on the "Notice to Proceed", issued by the Engineer's Representative. If work is not started within this period, the first working day charged will be the 11th calendar day after the date on the Notice to Proceed.

8-1.04 Pre-construction Conference.

A pre-construction conference will be held at the office of the Department of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the

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prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

The Contractor shall be prepared to present all required contract submittals to the Engineer at the pre-construction conference.

8-1.05 Temporary Suspension of the Work.

Mariposa County is subject to highly variable climatic conditions at all times during the year. Heavy precipitation and the rate and level of water flow through a construction worksite can prevent or adversely affect work progress, damage work in progress, create hazardous conditions for workmen or motorists, or result in excessive water pollution during certain stages of the work. As a result, construction projects may be subject to extended and frequent Work Suspensions to accommodate changing water conditions and due to weather conditions which may adversely affect the work.

Since such work suspensions and delays can reasonably be anticipated during construction, no additional payment will be made for such suspensions or delays.

8-1.06 Time of Completion.

Beginning on the first working day, said work shall be diligently prosecuted to completion before the expiration of:

40 Working Days for Substantial Completion. Substantial Completion is the stage when a construction project is deemed sufficiently completed to the point that the roadway is open to traffic and only punch list items remain.

5 Working Days for Final Completion. The County accepts the project as 100% complete including punch list work.

There is a total of **45 Working Days**.

8-1.07 Liquidated Damages.

The Contractor shall pay liquidated damages to the County of Mariposa in the sum of **$250.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

Liquidated damages shall apply to the administrative costs of the County only and shall not apply to damages that may occur as a result of the delay and third party claims.

8-1.08 Termination of Control.

If the Contractor at any time during the progress of the work refuses or neglects without fault of the County or its agent to supply sufficient materials of proper quality, appropriate equipment, a sufficient workforce, or in any other respect fails to prosecute the work with the diligence and force specified by the contract sufficient to complete this agreement within the time limit herein or lawful extension thereof for a period of more than 10 days after having been notified in writing by the County to furnish the same, the County may furnish materials and workmen to finish the work and deduct the reasonable expenses thereof from the contract price.

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SECTION 9 MEASUREMENT AND PAYMENT

9-1.00 Measurement and Payment.

9 1.06 Partial Payments.

For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes.

After acceptance of the contract, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

None

The County shall cause an estimate in writing to be made upon completion or once a month to the Engineer for the total amount of work done and the acceptable materials, furnished and delivered by the Contractor on the ground and not used at the time of such estimate and the value thereof. Pursuant to this section, the cut-off date for determining the Contractor's monthly progress payment shall be on or about the 20th of the month, as determined by the Engineer.

In making progress payments, the County may retain a portion of the amount otherwise due the Contractor. Except as otherwise provided, the amount retained by the County shall be limited to the following:

a. Withholding of not more than 5 percent of the total payment until 35 days after the Notice of Completion has been signed by Board of Supervisors and placed on the record with the County Recorder.

b. Withholding of not more than 50 percent of the value of the materials approved for partial payment and as shown on paid invoices by the Contractor so estimated to have been furnished and delivered unused as aforesaid as part security for the fulfillment of the contract by the Contractor.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when, in his judgment, the total value of the work completed since the last estimate amounts to less than $300.00.

When calculating progress payments, bid item prices shall be rounded down to the nearest whole cent.

No estimate of payment shall be construed to be an acceptance of any defective work or improper materials.

No line item, such as mobilization, shall be paid in a lump sum but rather will be pro-rated over the duration of the project.

9-1.065 Payment of Withheld Funds.

Upon the Contractor's request, the Department will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300, (http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=5.&chapter=&article=)

if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430

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(http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=4.&title=2.&part=2.&chapter=3.&article=1.)

or bank or savings and loan certificates of deposit, or interest bearing accounts, or standby letters of credit, upon the following conditions:

a. The Contractor shall bear the expense of the Department and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.

b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor, pursuant to this section.

c. The Contractor shall enter into an escrow agreement satisfactory to the Department which shall include provisions concerning 1) the amount of securities to be deposited, 2) the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited, 3) conversion to cash to provide funds to meet defaults by the Contractor, including but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages, of other amounts to be kept or retained under the provisions of the contract, 4) decrease in value of securities on deposit, 5) the termination of the escrow upon completion of the contract.

d. The Contractor shall obtain the written consent of the surety to such agreement.

Alternatively, the Contractor may request deposit of these funds directly to the escrow agent to be invested in securities at the Contractor's direction, the interest on which shall be the Contractor's property. Such deposit shall be subject to the above conditions a, c and d except the reference to securities shall refer to those in which Contractor invests the funds to be deposited.

9-1.068 Prompt Progress Payment to Subcontractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 (http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=1.&article=8.)

of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

9-1.069 Prompt Payment of Withheld Funds to Subcontractors.

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily complete, even if the other contract work is not completed and has not been accepted. Those requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

9-1.07 Payment Before Final Estimate.

Upon satisfactory completion of the entire contract, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. If the Board accepts the completed work, it shall cause a Notice of Completion to be recorded with the County Recorder.

Retention will be retained for a period of 35 days after the recording of the Notice of Completion for the purpose of clearing liens filed against the work performed or materials supplied.

9-1.10 Arbitration.

Claims under **$375,000** shall be resolved pursuant to the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1, of Part 3 of Division 2 of the Public Contracts Code, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure.

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For claims in excess of **$375,000**, the above procedure applicable to claims over **$50,000** and less than **$375,000** shall apply, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure, except subdivision (b) of section 20104.6 shall not apply. The cited Article of the Public Contracts Code is set forth below.

For purposes of a civil action after exhaustion of the described pre-litigation procedure, the County and the Contractor agree the contract is not accepted until the signed contract and bonds are delivered and accepted by the County.

9-1.11 Public Contract Code.

Public Contract Code Article 1.5

Reference is hereby made to the following sections:

PCC 20104 .0
PCC 20104.2
PCC 20104.4
PCC 20104.6

AND

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=3.&chapter=1.&article=1.5.

Public Contract Code, Division 2, Part 3 Contracting by Local Agencies, Article 1.5 Resolution of Construction Claims [20104 - 20104.6]

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SECTION 10 TECHNICAL SPECIFICATIONS

10-1.01 Order of Work

Order of work shall conform to the provision in Section 5, "Control of Work," of the Standard Specifications and Revised Specifications, and these Special Provisions.

Minor deviations from the requirements of this section may be allowed upon written request from the Contractor and approval of such request by the Engineer.

10-1.02 Cooperation / Encroachment Permit

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36, "Property and Facility Preservation," of the Standard Specifications, Revised Specifications, and these Special Provisions.

The Contractor shall provide for the applicable requirements of the encroachment permits and include full compensation in the various bid items and no separate payment will be allowed therefor.

10-1.03 County-Furnished Materials

There are no County furnished materials for this project.

10-1.04 Damage Repair

The provisions in Section 50-1.39B, "Damage Caused by an Act of God" of the Standard Specifications shall not apply.

10-1.05 Preservation of Property

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation", of the Standard Specifications, Revised Specifications, including any revisions thereto, and these Special Provisions.

Protection: The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

Notice to Property Owners and Tenants: The Contract shall give written notice to all property owners adjacent to and affected by his work at least four (4) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by construction operations. Written notice must be approved by the Engineer prior to distribution. If the project has more than one location of work, a separate notice shall be given for each location.

Access: Access shall be provided to all business and residences whenever practicable. The Contractor shall conduct operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full Compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the price paid for various items of work and no additional compensation will be allowed therefor.

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10-1.06 Cooperation / Encroachment Permit

A progress schedule shall be submitted in writing to the Engineer no less than five (5) working days before commencing work.

Information on the process schedule shall include the dates on which the construction work will begin and include when specific milestones will start and finish at each location included in the contract.

The Contractor shall notify the Engineer in writing at least two (2) working days prior to making any changes to the process schedule. Changes in the progress schedule must be approved by the Engineer prior to being implemented by the Contractor.

Failure of the Contractor to provide an initial progress schedule prior to the start of work, or an updated progress schedule when requested by the Engineer, shall result in the suspension of all work on the contract until said progress schedule has been submitted. Any period of time during which work on the contract has been suspended, pending submittal of the progress schedule, shall be included in the contract and no extension of time will be granted.

All work performed by the Contractor after he has been notified that all work on the contract is suspended, pending, submittal of a progress schedule, shall be considered as unauthorized and shall be subject to being rejected. Failure of the Contractor to submit an initial or updated progress schedule shall results in no progress payments being made for any work until a satisfactory progress schedule has been submitted and approved by the Engineer.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the price paid for various items of work and no additional compensation will be allowed therefor.

10-1.07 Obstructions

Attention is directed to Section 5-1.36, “Property and Facility Preservation”, and Section 15, “Existing Facilities,” of the Standard Specifications, Revised Specifications, and these Special Provisions.

It is anticipated that no utility facilities will be rearranged or temporarily deactivated in advance of or during construction operations to permit construction, unless the Contractor makes the necessary arrangements as provided in Section 5-1.36D, “Nonhighway Facilities” of the Standard Specifications.

The Contractor shall notify the Engineer and USA at least 2 working days prior to performing any excavation work over or in the vicinity of any underground utility.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.08 Survey Monuments

The Contractor shall notify the Engineer at least 7 days before starting work in order that the Engineer may take necessary measurements to ensure the preservation of survey monuments and benchmarks. The Contractor shall not disturb survey monuments or benchmarks without the consent of the Engineer, and shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only by the Engineer or its licensed surveying subconsultant. The Engineer will file corner records,

or a Record of Survey, in compliance with the State of California Professional Land Surveyors Act (CA Business and Professions Code Section 8700-8805).

The Contractor shall notify the Engineer at least 7 days prior to the completion of work in order that the Engineer may schedule time for the completion of any survey monument construction.

10-1.09 Staking

Contractor shall provide construction stakes or marks as he determines to be necessary to establish the lines and grades required for the completion of the work specified in the Specifications, on the Plans and in these Special Provisions. Stakes or marks that are destroyed or damaged during the course of construction shall be replaced at the Contractor's expense.

The Contractor shall preserve property line and corner survey markers, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice. Monuments that otherwise are lost or disturbed by this operation shall be replaced at the Contractor's expense by a RCE appropriately licensed for land surveying, or a Licensed Land Surveyor.

Full Compensation for providing construction staking or marks shall be considered as included in the various bid items for the work involved and no additional compensation will be allowed therefor.

10-1.10 Hours of Work

Unless otherwise approved by the Engineer, the Contractor shall restrict his hours of work to the period between one-half hour after sunrise and one-half hour before sunset, but in no case shall work begin before 7:00 a.m. or end after 7:00 p.m., or as weather conditions dictate depending on the type of work being performed.

10-1.11 Job Site Management

Contractor shall perform job site management work. Job Site Management work includes spill prevention and control, material management, waste management, non stormwater management, and dewatering activities.

The Contractor shall furnish, install and maintain adequate sanitary facilities as required to serve the Contractor and its subcontractors and vendor's employees. The Contractor shall conveniently place a sufficient number of enclosed, portable chemical toilets as required by State and local sanitary codes. The Contractor shall provide drinking water from a potable source and transported so as to keep it safe, fresh, and served from single containers or satisfactory types of sanitary drinking stands or fountains. Drinking water services or facilities shall be furnished in strict accordance with existing governing health regulations.

The Contractor shall not allow the construction area, county road, rights-of-way, private property nor any road to become littered with materials, construction debris, clearing and grubbing waste, or any other foreign matter. The Contractor shall maintain the work area in a neat and orderly condition throughout the construction period. The Contractor shall remove all temporary facilities and storage areas created and shall remove all debris from the work area prior to final acceptance of the work.

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10-1.12 Water

Contractor is responsible for developing a water supply and furnishing all water required for the work.

The water trucks used on this project shall be no larger than 4,000 gallons capacity.

This contract does not include a separate pay item for developing a water supply. Full compensation for developing a sufficient supply of all water required for the work shall be considered as included in the prices paid for various contract items of work involving the use of water, and no separate payment will be made therefor.

SECTION 10-2 BID SCHEDULE ITEMS

10-2.01 Construction Area Signs (Item No. 1)

The Contractor is responsible for informing the public of traffic conditions existing within the construction area at all times by placing warning and advisory signs. Construction area signs will be furnished, installed, maintained, and removed when no longer needed by the Contractor and shall be in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these special provision

Attention is directed to Part 6 of the "Manual on Uniform Traffic Control Devices", 2014 Edition (MUTCD) administered by the Federal Highway Administration and the MUTCD 2014 California Supplement to provide amendments to the MUTCD. Nothing in this section is to be construed so as to reduce the minimum standards of these manuals.

The Contractor shall maintain all traffic control devices in an acceptable condition throughout the project, cleaning them when necessary and repairing or replacing any damaged by public traffic or other causes, or as directed by the Engineer. The protection and maintenance of existing signs and the removal, protection, storage and resetting of traffic signs that are affected by the Work is the responsibility of the Contractor.

W20-1 "Road Work" signs and G20-2a "End Road Work" signs shall conform to the provisions in Section 12-3.11B(2), "Stationary-Mounted Signs," of the Standard Specifications. All excavations required to install road work signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Prior to all sign placement the Engineer shall approve their locations.

W8-9 "LOW SHOULDER" signs (30" x 30") shall be placed every 1,000 feet throughout the length of project, both sides of roadway.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. **R4-1 (DO NOT PASS**) signs shall be installed at the beginning and at every 1000-foot interval within "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall remain in place until permanent "no passing" centerline pavement delineation has been applied.

W8-1 "BUMP" and W8-7 "LOOSE GRAVEL" (30"x 30") signs shall be placed at each end of the project, as directed by the Engineer.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety", of the Standard Specifications.

Full compensation for construction area signs shall be considered as included in the lump sum price paid for Construction Area Signs and no additional compensation will be allowed therefor.

10-2.02 Traffic Control (Item No. 2)

Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications and these special provisions.

The Contractor shall submit his proposal for a Traffic Control Plan including necessary sketches, at least 10 working days prior to the commencement of work to the Engineer for approval. The said plan shall be revised and re-submitted for approval by the Engineer prior to any subsequent changes in work activity, if in his opinion it warrants changes to traffic control.

Contractor pays the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in Sections 7-1.03 and 7-1.04.

Radio communication between the flaggers, pilot car, the Contractors, personnel in the work area material delivery trucks is required.

The roadway shall be open to emergency vehicles at all times. The Contractor shall provide vehicular access to all residences and businesses at all times except when concrete, asphalt or grading work is actively in progress in the immediate area adjacent to driveway(s). Contractor shall provide vehicular access to all residences and businesses at all times during non-working hours. When work is not actively in progress the full width of the traveled way shall be open for public traffic.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way, including any section closed to traffic.

Attention is directed to the Standard Plan T13 "Traffic Control System For Lane Closure On Two Lane Conventional Highways". Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control System for Lane Closure

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights and convenience of the public. The Contractor shall protect existing traffic signs in place during the construction period.

A minimum of one traffic lane, not less than 10 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic

Full compensation for traffic control, including furnishing and operating a pilot car, shall be considered in the lump sum price paid for traffic control and no additional compensation will be allowed therefor.

10-2.03 Temporary Pavement Delineation

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3, "Temporary Traffic Control Devices", of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the MUTCD and MUTCD California Supplemental, which supersedes the

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Department's manual of Traffic Controls, or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety", of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform all work necessary to establish satisfactory lines for temporary pavement delineation. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

Temporary pavement delineation shall be maintained until replaced with permanent pavement delineation. Temporary pavement delineation shall be removed when, as determined by the Engineer, the temporary pavement delineation is no longer required for the direction of public traffic. When temporary pavement delineation is required to be removed, all lines and marks used to establish the alignment of the temporary pavement delineation shall be removed.

Temporary pavement delineation shall consist of two (2) temporary reflective raised pavement markers placed on centerlines at longitudinal intervals of not more than 24 feet apart. Temporary reflective raised pavement markers shall be the same color as the centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following:

Temporary Markers for Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal application clear protective covers are required)

1. Apex Universal, Model 932
2. Filtrona Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with adhesive recommended by the manufacturer, except that epoxy adhesive shall not be used to place temporary reflective raised pavement markers in areas where removal of markers will be required.

Temporary centerline delineation shall be maintained by the Contractor, as directed by the Engineer until the permanent centerline stripe has been painted.

When the Contractor's operations are such that temporary lane line and centerline delineation will be in use on lanes opened to public traffic for longer than the 14 days, the Contractor shall provide, at his expense, prior to the end of 14 days, additional pavement delineation, which shall be equivalent to the pattern shown for permanent pavement delineation or as determined by the Engineer.

Full compensation for furnishing, placing, maintaining and removing temporary pavement delineation, and for providing the equivalent patterns of permanent pavement delineation, when required, shall be considered as included in the contract prices paid for the items of work that obliterated the pavement delineation and no separate pavement will be made therefor.

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10-2.04 Clean and Reshape Roadside Ditches (Item No. 3)

Clean and Reshape Roadside Ditches shall consist of blading shoulders and ditches, establishing the edge of pavement, removing loose material from backslopes, removing excess organic and other excavated debris that forces water back on the roadway surface and re-establishing leadoff ditches.

This work shall include the following, as appropriate:

1. Removing and disposing of deteriorated shoulder stabilization material and other loose, unsuitable or excess material on the shoulder.
2. Grading the existing shoulder to a uniform cross slope so that the top surface shall provide positive, uninterrupted surface flow drainage to the shoulder break.
3. Removing excess material where the existing shoulders are high.
4. Grading and reshaping of existing slopes (front and back), shall include removal of earth, grasses, brush (up to 4 inches in diameter) and debris.
5. The grading, cleaning and shaping of existing ditches and backslopes shall consist of rendering the ditches and backslopes free of obstructions including the removal of earth, grasses, brush (up to 4 inches in diameter) and debris.
6. Protect all trees, fences, markers, culverts, underground structures, utilities and appurtenances within and adjacent to the work area. Any damaged facilities shall be replaced in kind at the contractor's expense.
7. Shape leadoff ditches to drain away from the roadway.
8. Clean paved surfaces of all materials resulting from ditch maintenance work.

The quantity to be paid for will be the length of the roadside ditch measured in linear feet. This will include all work necessary to clean and reshape the ditches including removal of excess debris generated by the work to a designated disposal site.

10-2.05 Rock Slope Protection - Carter Rd. (Item No. 4)

RSP shall conform to the provision in Section 72-2 of the Standard Specifications.

Rock shall be ¼ ton and placed via Method A to protect existing facilities. Angular shaped rock must be used on the planned slope.

Prior to placing fill or rock slope protection, all areas shall have been stripped of all vegetation and other objectionable materials as directed.

Contract bid item Rock Slope Protection shall be measured per ton including trimmed and graded existing slope and installing fabric.

10-2.06 Tapers, Keys & Driveway Conforms (Item No. 5)

Planed pavement conforms must be constructed at the limits of the work, cross streets, cattleguards and at driveways. The depth of cut shall be progressively decreased to 0 inches over the conform length.

The price paid for Cold Plane AC Pavement shall be measured on a square yard basis.

The price paid for furnishing AC for temporary tapers and for constructing, maintaining, removing and disposing of the temporary tapers is included in the priced paid for the various contract items of work and no additional compensation will be allowed thereof.

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10-2.07 Pre-Qualification (Asphalt Concrete Paving)

The Contractor shall:

a) have had a minimum of three (3) years experience in asphalt concrete paving; and

b) have successfully completed at least three (3) asphalt concrete paving projects to the satisfaction of their clients.

10-2.08 Prepare Existing Roadbed

Where pavement material is to be placed on existing roadbed, the existing roadbed shall first be cleaned of all dirt and extraneous material. All pavement markers and vegetations must be removed from the pavement.

This contract does not include a separate pay item for preparing existing roadbed. Full compensation for the work shall be considered as included in the prices paid for various contract items of work involving pavement, and no separate payment will be made therefor.

10-2.09 Hot Mix Asphalt (Item Nos. 6 and Alt. 13)

Section 39-2.02 includes specification for producing and placing Type A Hot Mix Asphalt.

The grade of asphalt binder for Type A HMA must be PG64-16.

The Contractor must submit a job mix formula and mix design to the Engineer for approval. Mix Designs must be accompanied by current test results that indicate compliance with the Standard Specifications. A JMF must be submitted by the Contractor for each designation of AC, based on samples of conforming aggregate materials supplied for each source or supplied proposed by the Contractor, with optimum binder content. The JMF must establish a single percentage of aggregate passing each required sieve size and a percentage of asphalt binder to be added to the aggregate. The AC binder content must be based on 4.0 percent air voids.

RAP may be substituted for virgin aggregate in accordance with Section 39 of the Standard Specifications.

Paving must be a continuous non-stop operation with delivery trucks arriving in a uniform manner. The Engineer will meet daily with the Contractor to evaluate the Contractor's operations. The AC must be delivered to the site in a thoroughly blended condition and must be spread by a self-propelled asphalt paving machine in such a manner as to avoid segregation during the placing operation. AC must be transported, spread, and compacted in accordance with Section 39-2.01C of the Standard Specifications.

10-2.10 Tack Coat

When new AC is placed in contact with existing AC, the surface must be cleaned and a tack coat of asphaltic emulsion applied per 39-2.01C(3)(f) "Tack Coat". Asphalt emulsion must be applied to vertical edges of existing pavement, curbs and gutters adjoining the area to be paved.

The price paid for Tack Coat shall be considered as included in the priced paid for the various contract items of work and no additional compensation will be allowed therefor.

10-2.11 Compaction

The relative compaction of AC shall be as specified in Section 39.

The Contractor must furnish equipment capable of producing the required compaction. For vibratory rollers, the vibratory mode must automatically shut off when machine direction is changed. All AC paving must be constructed to produce material with a density between 91 and 97 percent.

Reduced payment factors do not apply. Any field core density below 91% shall be removed and replace by the Contractor.

Test results shall be reviewed and approved by the Engineer prior to placing the next higher layer of material.

10-2.12 Compensation Adjustment for Price Index Fluctuations

No compensation will be made for price index fluctuations.

10-2.13 Contractor Supplied Material Testing (Item No. 7)

Contractor shall supply HMA placement acceptance testing necessary to determine conformance with the provisions in Section 39 of the Standard Specifications and these Special Provisions. The laboratory must be accredited for testing AC in accordance with ASTM D3666. Technicians must be certified by Caltrans to perform specified tests.

The pavement will be accepted for density on a lot basis. A lot is approximately 500 tons or a portion thereof. Test per CT375 to determine the nuclear field density of in-place asphalt concrete.

10-2.14 Shoulder Backing (Item No. 8)

Shoulder backing shall consist of constructing shoulder backing adjacent to the edges of new pavement surfacing as directed by the Engineer and shall conform to the following quality and grading requirements;

Material shall be a fine grained, foliated, homogeneous, metamorphic rock derived from an original shale-type sedimentary rock composed of clay or volcanic ash.

GRADING REQUIREMENTS

Sieve Sizes	Percentage Passing
2”	100
1”	65-100
No. 4	35-85
No. 30	15-55
No. 200	5-25

QUALITY REQUIREMENTS

Specification	California Test	Requirement
Sand Equivalent	217	10 Min.
Resistance (R-value)	301	50 Min.
Plasticity Index	204	5 – 8 Range

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CRUSHED PARTICLE COUNT

1 Face	85
2 Face	80
3 Face	65

Shoulder backing shall not be deposited on the new surfacing prior to placing it in its final position.

The Contractor shall remove any residual material left on the paved road surface by the shoulder backing machine before allowing traffic of any type to travel over these areas.

Shoulder backing shall be watered, graded, and rolled to form a smooth, firmly compacted (90 percent relative compaction) surface abutting the new edge of pavement.

Shoulder backing construction shall be completed along the edges of any portion of new surfacing within 5 days after completion of that portion of the new surfacing. Until such time as the Contractor is able to complete shoulder backing along any portion of new surfacing, the Contractor shall furnish and place portable delineators and **C31 "Low Shoulder"** signs off of and adjacent to the new surfacing. A portable delineator and a **C31** sign shall be placed at the beginning of the drop-off in the direction of travel on the adjacent lane, and at the following successive maximum intervals along the drop-off:

C31 Signs – 1,000 feet

Portable delineators:

on curves – 100 feet

on tangents – 500 feet

The portable delineators and **C31** signs shall be maintained in place at each location until shoulder backing operations are completed at that location. Portable delineators and signs shall conform to the requirements in Section 12, "Temporary Traffic Control," of the Standard Specifications. Signs may be set on temporary portable supports or in barricades.

The contractor shall provide a weight ticket for each load showing the required weight information for the method being used, the project number or contract description, the truck number, the date, and the type of material.

10-2.15 Painted Traffic Stripes and Markings (Item Nos. 9,10,11)

Painted traffic stripes shall conform to the provision in Section 84-1, "General" and 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

The "No Passing Zones – Two Directions," centerline traffic stripe pattern shall be a three (3) inch black line placed between two four (4) inch yellow lines, and shall conform to DETAIL 21 of the Standard Plan Drawing A20A. Two coats of paint conforming to the standard highway colors shall be applied in accordance with Section 84-2.03C(3) of the Specifications. Reflective glass bead shall be applied at a rate of 5 lbs. per gallon of yellow traffic paint. NOTE: CALTRANS 2018 STANDARD SPECIFICATIONS AND PLANS SPECIFY 6-INCH WIDE YELLOW STRIPES. THE COUNTY'S SPECIFICATION IS THAT THE ROADWAY STRIPING BE 4-INCHES WIDE.

Pavement markings shall conform to the Standard Plan Drawing A24D. Two coats of paint conforming to the standard highway colors shall be applied. Reflective glass bead shall be applied at a rate of 5 lbs. per gallon of white traffic paint.

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Compensation for work performed under this section "Traffic Stripes and Pavement Markings" shall conform to the provisions in Section 84-2.04, "Payment", of the Standard Specifications.

Temporary reflective tape appropriate for stop bars shall be placed and maintained the same day after overlay has been completed and until permanent markings have been placed.

Striping to be done at least 7 days after the laying of the asphalt surface.

10-2.16 Clean Culverts (Item No. Alt 14)

Clean Culverts includes cleaning, removing vegetation and debris from inlets and outlets of CMP drainage structures at locations shown in the exhibit and disposing of sediment and other debris. Clean to the ditch line approximately 5 ft from the inlets and outlets. Clean the first 2 ft of the pipe's inlet and outlet.

The use of water is prohibited.

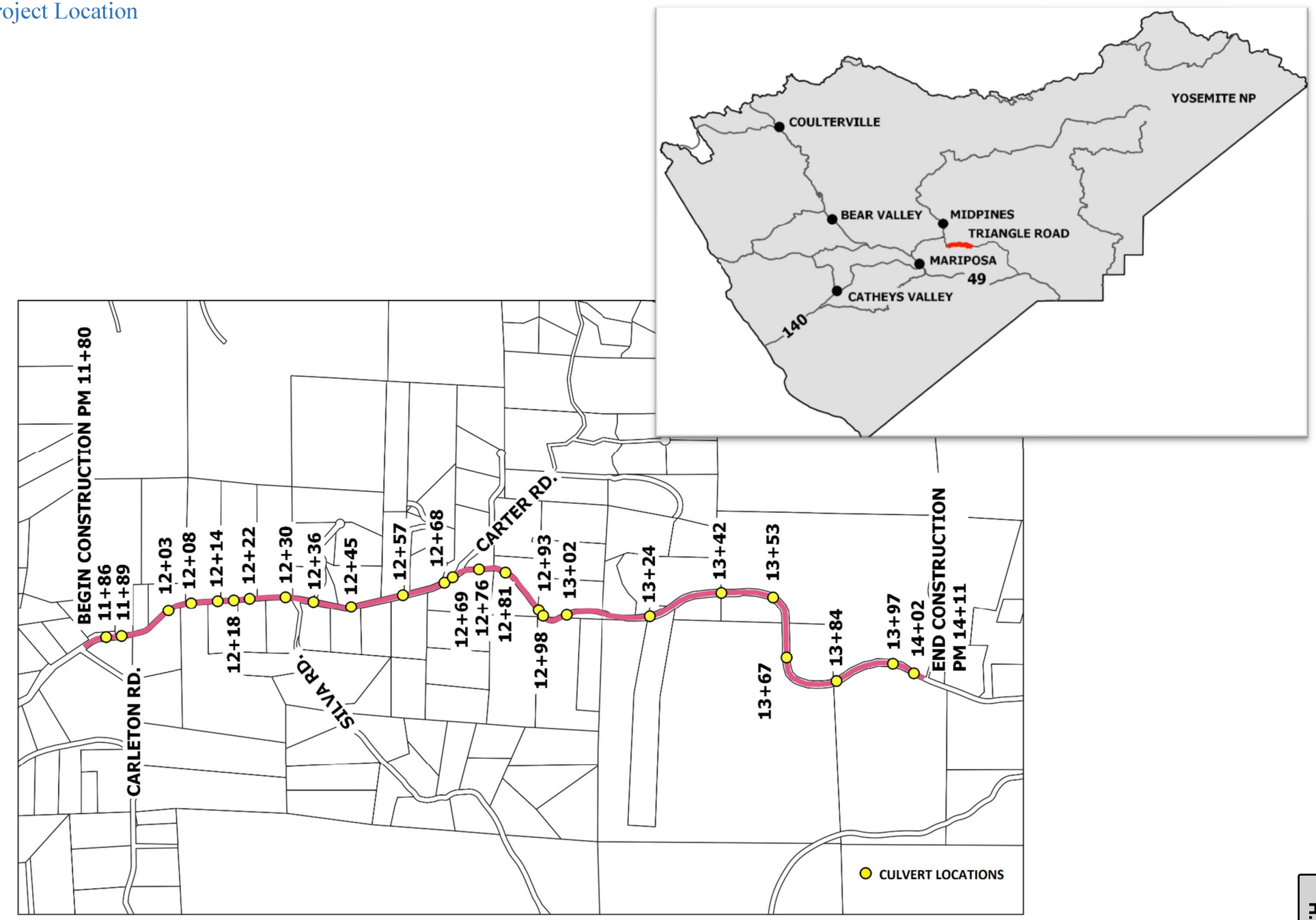
Permission from the property owners via a Permit to Enter have been obtained to allow access for the purpose of cleaning culverts.

Clean Culvert shall be measured on a unit price for each crossing location. 1 EA. includes cleaning both the inlet and outlet at a single location. Trimming back vegetation and temporarily removing wire fences for access to the culverts, when required, will not be paid for separately, but included in the work.

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SECTION 11 APPLICABLE PLANS AND DETAILS

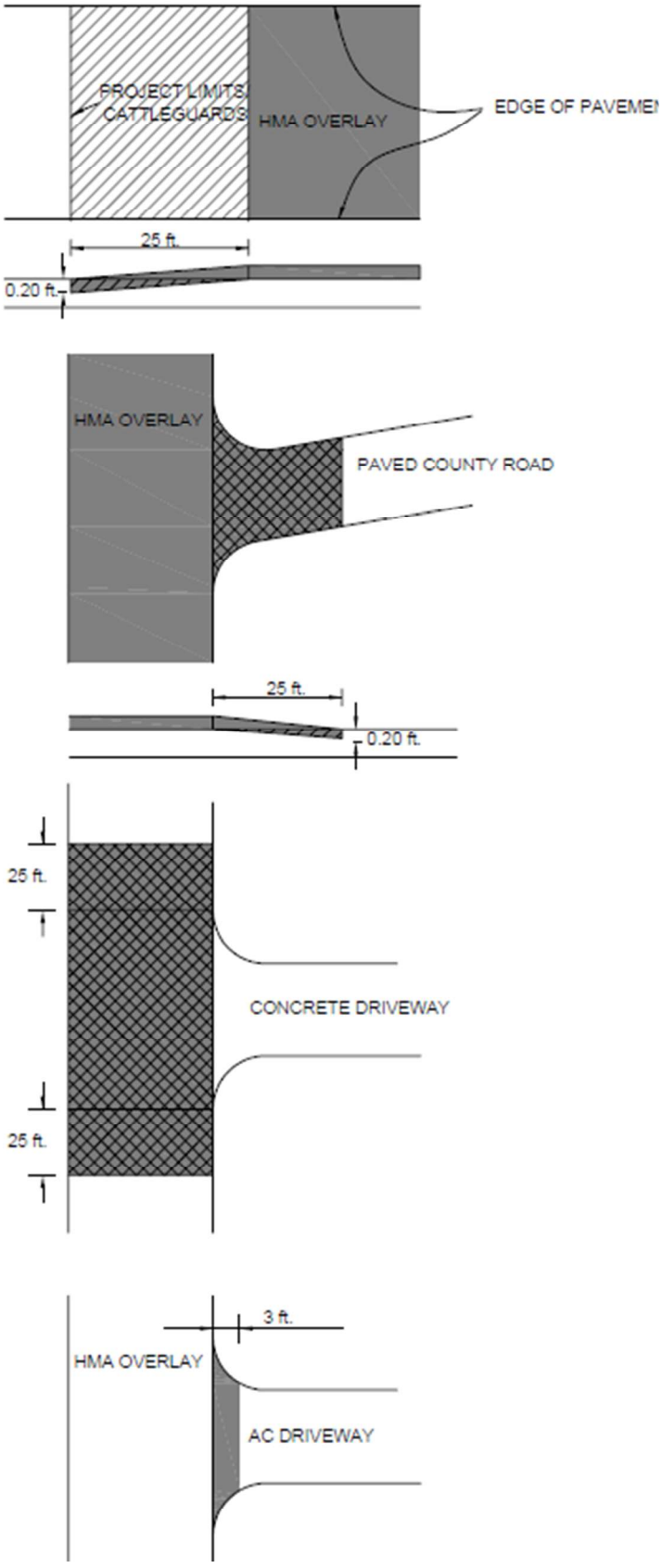
Project Location



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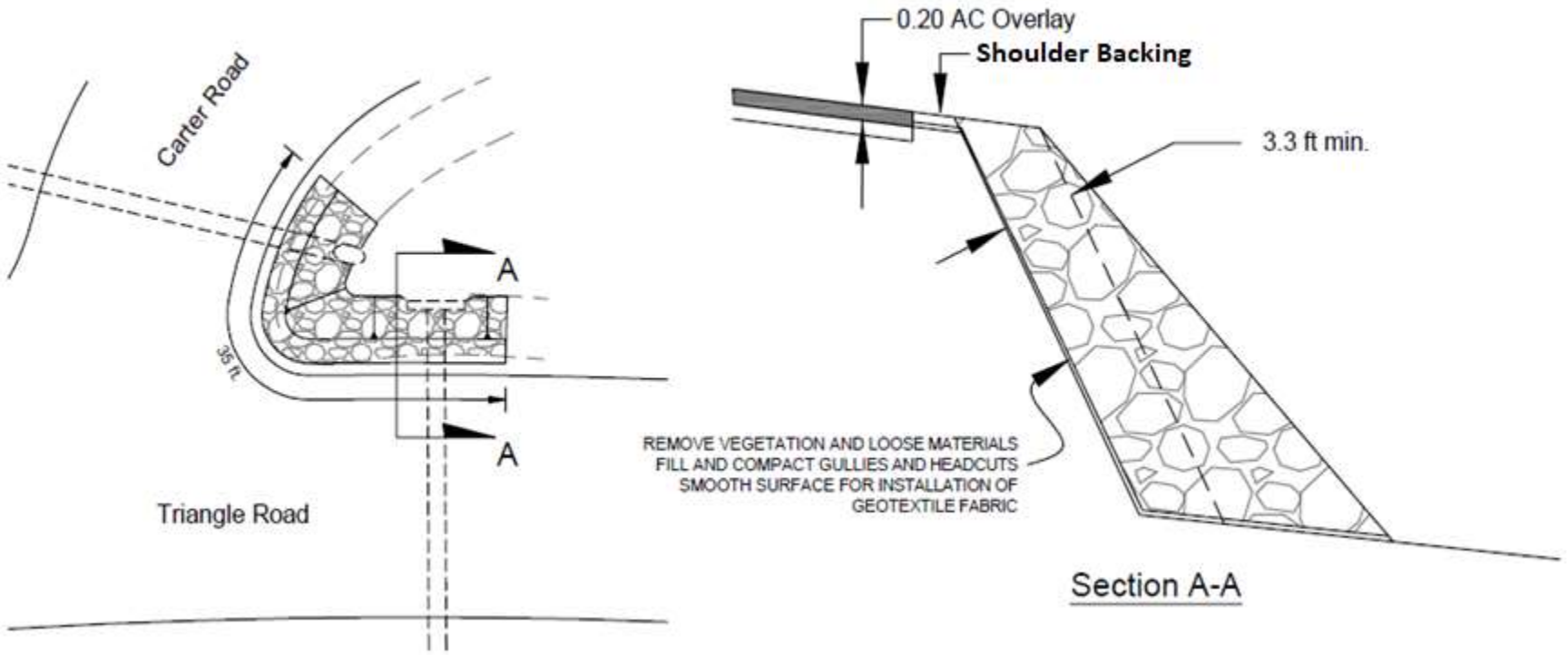
Cold Plane AC Pavement

Station		Length	Width	Area
11.80	Begin	24	25	66.7
11.81	AC Drive	40	3	13.3
11.89	AC Drive	65	3	21.7
12.15	AC Drive	50	3	16.7
12.21	AC Drive	45	3	15.0
12.24	Conc Drive	83	22	202.9
12.31	Silva Rd	140	25	388.9
12.34	Butterfly Ridge	110	25	305.6
12.39	Conc Drive	81	22	198.0
12.40	AC Drive	35	3	11.7
12.43	AC Drive	50	3	16.7
12.44	AC Drive	65	3	21.7
12.49	AC Drive	70	3	23.3
12.55	AC Drive	90	3	30.0
12.58	Conc Drive	82	22	200.4
12.63	AC Drive	40	3	13.3
12.67	Carter	75	25	208.3
12.81	Memory Lane	70	25	194.4
13.07	AC Drive	78	3	26.0
13.08	AC Drive	75	3	25.0
13.08	Cattle Guard	19.5	25	54.2
13.44	Cattle Guard	26	25	72.2
13.53	AC Drive	110	3	36.7
14.02	AC Drive	75	3	25.0
14.11	End	24	25	66.7
				2254.3

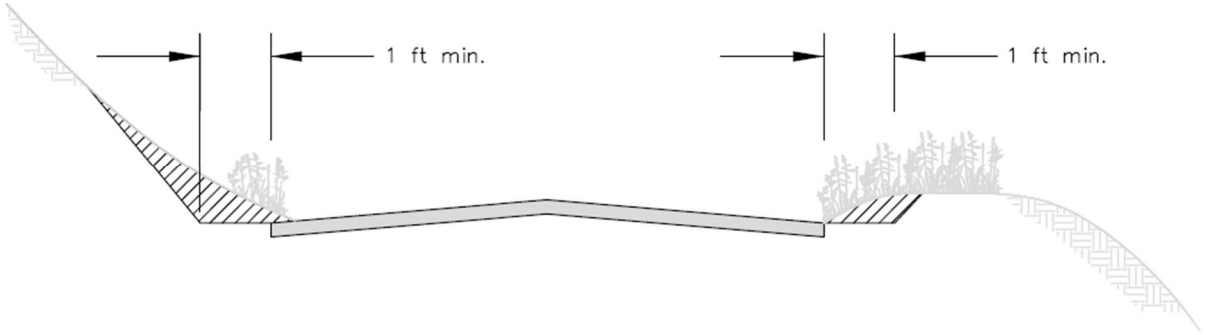


Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

Rock Slope Protection (Carter Rd.)



Clean & Reshape Roadside Ditches (Typical Section)



Culvert Locations

	PM (Miles)	Uphill Address(es)	Downhill Address(es)	Headwall	Material (CMP/RCP)	Size
1	11.86	4632	4643	YES	CMP	18"
2	11.89	4628	4643	YES	CMP	?
3	12.03	4604	4607 & 4605	?	CMP	?
4	12.08	4570	4579	YES	CMP	18"
5	12.14	4548	4563	YES	CMP	?
6	12.18	4548	4563	?	CMP	18"
7	12.22	4548	4541	NO	CMP	18"
8	12.30	5515 B R Rd	5855 Silva Rd	YES	CMP	18"
9	12.36	5515 B R Rd	5862 Silva Rd	NO	CMP	18"
10	12.45	4504	4505	YES	CMP	18"
11	12.57	4476	4485	YES	CMP	18"
12	12.68	6021 Carter Rd	6021 Carter Rd	D.I.	CMP	36"
13	12.69	6021 Carter Rd	4465	YES	CMP	36"
14	12.76	4427	4427	?	CMP	18"
15	12.81	4427	4427	YES	CMP	?
16	12.93	3980 Memory Ln	4415/4403	NO	CMP	?
17	12.98	4378	4378	YES	CMP	18"
18	13.02	4378	4378	? BURIED	CMP	18"
19	13.24	4282	4282	NO	CMP	12"
20	13.42	4282	4282	NO	CMP	12"
21	13.53	4282	4282	YES	CMP	18"
22	13.67	4282	4282	NO	CMP	18"
23	13.84	4282	4282	YES	CMP	18"
24	13.97	4282	4282	YES	CMP	18"
25	14.02	4282	4282	YES	CMP	12"

Attachment: TRIANGLE BID PACKAGE COMPLETE Section 2 (11794 : Approve Plans & Specs, Authorize to Advertise and Award the Triangle

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant

---

RECOMMENDATION AND JUSTIFICATION:
Authorize the Director, Public Works & Transportation to Apply for an ACRGP Grant and Sign and File all necessary Grant Required Documents (Subject to Approval as to Legal Form by County Counsel).

The Federal Aviation Administration (FAA) has invited Mariposa County to apply for an Airport Coronavirus Response Grant Program (ACRGP) which if awarded will result in $13,000. to offset Airport Maintenance Costs incurred due to the Coronavirus pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has supported Departments action to seek grants in the past especially when they offset the use of local revenue expenses.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this not be approved this opportunity will be lost.

FINANCIAL IMPACT:
Should this grant be awarded this will offset $13,000 in operational costs at the Airport.

ATTACHMENTS:
ACRGP Grant Announcement (PDF)

REF ID# 11860

3-06-0147-017-2021

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA SFO ADO
1000 Marina Boulevard
Suite 220
Brisbane, CA 94005

CRRSA Transmittal Letter

May 14, 2021

Mr. Mike Healy
Director of Public Works
County of Mariposa
4039 Ben Hur Road
Mariposa, CA 95338

Dear Mr. Healy:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-06-0147-017-2021 for Mariposa-Yosemite Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 28, 2021**, in order for the grant to be valid.
   - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
   - All signatures must be made with blue or black ink; Signature stamps will not be accepted.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. After you properly execute the grant agreement, we ask that you return the Grant Agreement to us via E-Mail (PDF) to pet.mandap@faa.gov and 9-awp-sfo-ado-communications@faa.gov. Retain the wet signature copy for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Holly L. Dixon, P.E. for

Laurie J. Suttmeier
Manager

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date **May 14, 2021**

Airport/Planning Area Mariposa-Yosemite Airport

ACRGP Grant Number 3-06-0147-017-2021

Unique Entity Identifier 071859607

TO: County of Mariposa
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 16, 2021, for a grant of Federal funds at or associated with the Mariposa-Yosemite Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Mariposa-Yosemite Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

reimburse airport operational and maintenance expenses directly related to Mariposa-Yosemite incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $13,000, allocated as follows:

   $13,000 Non Primary KU2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

   c. Close out and Termination.

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 28, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal office or employee responsible for oversight of a grant program;
e. A court or grand jury;
f. A management office of the grantee or subgrantee; or
g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Dated_____

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Holly L. Dixon, P.E. for

(Signature)

Laurie J. Suttmeier

(Typed Name)

ADO Manager

(Title of FAA Official)

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated _____

County of Mariposa
(Name of Sponsor)

_____

By: _____
(Type Name of Sponsor's Designative Official/Representative)

Title: _____
(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at_____

By: _____
(Signature of Sponsor's Attorney)

Attachment: ACRGP Grant Announcement (11860 : Authorize the Director, Public Works & Transportation to Apply for a ACRPG Grant)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Transfer Funding from CSA 3 to the Bootjack Fire Water Tank Project

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RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Transferring Funding in the Amount of $231,000.00 from CSA 3 to the Bootjack Fire Station Water Tank Project.

The Board entered into a Memorandum of Understanding between the County and the Mariposa County Resource Conservation District to jointly manage a grant-funded project to install a water tank and electrical improvements on County owned land adjacent to the Bootjack Fire Station. Bids were advertised and received for this project and additional funding to award this project is required.

This project is a tremendously worthwhile undertaking which has the full support of Mariposa County Fire for, not only the project, but also the use of CSA 3 funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has a long history of funding projects that have safety based initiatives

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this Budget Action not be approved, the construction of this beneficial undertaking cannot proceed which would place the grant funding in jeopardy.

FINANCIAL IMPACT:
CSA 3 Funds are available and an appropriate use for this Fire Suppression Water Availability Project.

ATTACHMENTS:
Budget Action Form CSA 3 to Bootjack Water Storage Tank (PDF)

REF ID# 11852

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
310	0910-850	0416	Miscellaneous Expense			$231,000
310	0910-850	0789	Transfer Out		$231,000	
574	1374-309	1600	Transfer In		($231,000)	
574	1374-932	0647	Fixed Asset - Water Storage Tank		$231,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$231,000	$231,000

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 appropriating Reserve for 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.

JUSTIFICATION:

DEPT HEAD SIGNATURE _____ DATE: 5/24/21

APPROVED BY RES NO. _____ CLERK _____ DATE

574 Water Tanks

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action Form CSA 3 to Bootjack Water Storage Tank (11852 : Transfer Funding from CSA 3 to the Bootjack Fire Water Tank

MARIPOSA COUNTY

Fire · 209-966-4330

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fire Advisory Comittee (MCFAC) Update

RECOMMENDATION AND JUSTIFICATION:
Provide a Mariposa County Fire Advisory Committee (MCFAC) Update and Recommendations to the Board of Supervisors, Specifically Table #9 Implementation Status of the CWPP.

As requested, and required by Resolution No. 2020-627 exhibit A line e, MCFAC will provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of Mariposa County Fire and Fire Advisory Committee efforts. MCFAC Chair will present an update, highlighting Table 9 of the CWPP updates as well as give recommendations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved Resolution No. 2019-303 on June 4, 2019 establishing the Mariposa County Fire Advisory Committee as an advisory board to the Board of Supervisors with the purpose of recommendations for fire related issues including the implementation and ongoing maintenance of the Community Wildfire Protection Plan (CWPP).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No update or recommendations to the Board of Supervisors as requested through Resolution 2020-627.

MARIPOSA COUNTY

Administration · 966-3222

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Building Department Leadership Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Building Department Leadership

On May 18, 2021, Building Director Michael Kinslow informed the Board of his intent to retire on June 30, 2021. It is customary upon the departure of any department head to review the position and consider opportunities or changes that may improve the function and operation of the department prior to beginning a new recruitment. This item is intended to allow for discussion of three particular elements related to the future leadership of the Building Department: 1) How to manage the department in a period when the director position is vacant; 2) The need for and possible creation of a deputy director position; and 3) Whether to initiate a recruitment of a new building director.

The Board has five options for interim leadership in the department in the absence of the director:

- **Select an interim director from existing department staff.** One current employee in the department is credentialed as a building official and could be assigned as interim director. This is generally recommended when the Board believes an existing staff member is likely or very likely to succeed in a recruitment for the director position.
- **Select an interim director from existing department heads.** The Board has often assigned department heads to lead additional departments during vacancy periods. In this situation, the department head is often very reliant on existing staff to maintain day-to-day operations while they keep an eye on budgets, personnel issues and other major decisions.
- **Recruit a retiree to serve as interim director.** Simple outreach to credentialed building officials within driving range could yield a short-term candidate to manage the department until a long-term candidate can be found.
- **Share a director with an adjacent county.** The County has shared department heads with neighboring counties when either jurisdiction has had a vacancy. Directors in neighboring jurisdictions are also reliant on existing staff

Agenda Item - No Resolution Requested

to maintain operations but also possess greater expertise that can inform major decisions that need to be made.

- **Contract for building official services.** The County currently contracts with Interwest for plan review. This firm is familiar with County codes and processes, already performs all building department services for some jurisdictions, has all of the necessary qualifications and could serve as the interim building official. This option would allow for the most objective recruitment process, provide access to greater expertise than any one interim director is likely to possess, and avoids further constraint of staff time in the department or elsewhere.

Regardless of the choice the Board makes for interim leadership, Director Kinslow has requested that a deputy building director position be created prior to his separation from County employment. The deputy director position is requested to improve continuity of service as the deputy is authorized to complete director-level tasks in the absence of the director. The deputy director position could also establish a clearer path for succession and clear structure for supervision in the absence of the director.

Director Kinslow has made the same request several times in the past and each of the previous three human resources directors have denied the request as unnecessary and intended to promote an individual rather than create additional value. The director already has the ability to delegate tasks to employees, including supervisory assignments during an absence of the director, and provide additional compensation for completed work outside of an employee's job description. These tasks are projected to be infrequent and concentrated in periods when either the building director is out of the office or workload is sufficiently increased that more director-level capacity is needed. The previous discussion about an interim director is the same with or without a deputy director-- there is no definable advantage to the County's circumstance. Should the Board decide to move forward with this request, which would be a significant change, it may be prudent at this stage to wait for the new director to assist with the selection of this position to increase the investment and accountability of the hire.

Finally, the Board should discuss whether to move forward with a recruitment and how that recruitment should be conducted. Prior to moving forward, a vacancy in the director position provides an opportunity to consider alternate service delivery methods that could enhance the services delivered to residents, builders and developers. Some jurisdictions have found benefits in contracting for all their building permitting and inspection services. Merced County voted earlier this month, and many others have already acted, to consolidate all development services that issue permits into a true "one stop shop" with better accountability and outcomes. Though the County may not ultimately decide to change its services, now is the time to direct staff to seek input from our customers and evaluate the alternatives.

When the Board is prepared to move forward with a recruitment, it will also need to decide whether that recruitment should be conducted through County Human Resources or with the support of an executive recruiter. In the last five years, only one department head has been hired without the support of an executive recruiter.

MARIPOSA COUNTY

Administration · 966-3222

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board frequently uses changes in department directors to evaluate alternatives for moving forward. In the last several years, these evaluations have led to contracting for fire department leadership, consolidating human resources and technical services into administration, sharing an agricultural commissioner with Merced County, appointing existing staff in the assessor and sheriff offices to serve as directors, and contracting with a retired agricultural commissioner to direct County agricultural services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives are outlined in the justification section of this item. No formal action is requested at this time.

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Real Property Negotiator

[ ] **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:

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

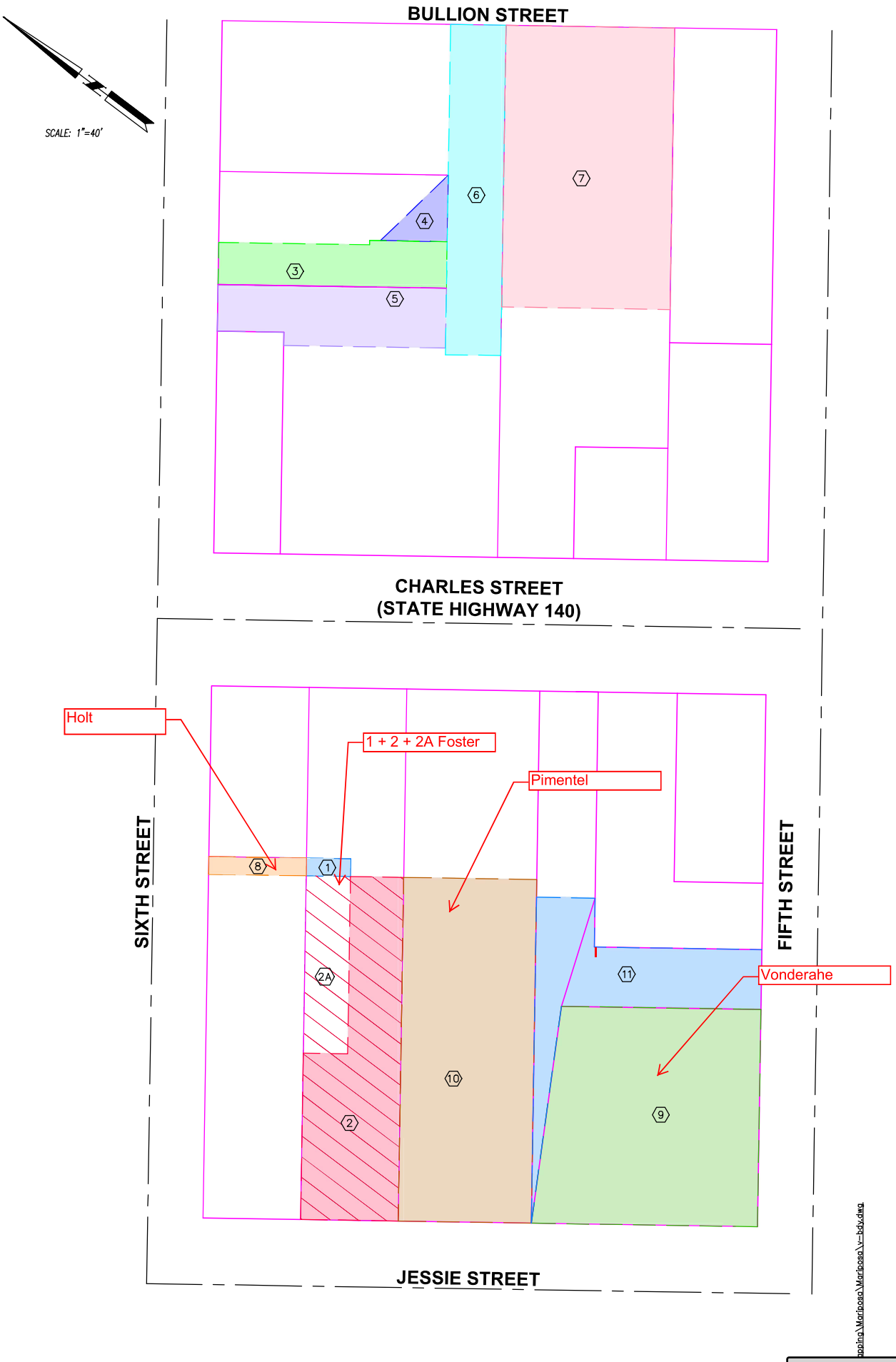
[X] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property: See Attached
Agency negotiator: Mike Healy, Director, Public Works & Transportation
Negotiating parties: (Specify name of party or parties (not agent)): 013-183-0040 Frank Rose; 013-184-0030, Mary Foster; 013-184-0110, C. Greenamyer; 013-184-0040, Nancy Pimentel; 013-184-0060, 013-184-0120, 013-183-0100, Su Carney; 013-183-0160, Frank Dulcich; 013-184-0020, Vicky Brower
Closed session will concern: ( ) price; ( ) terms of payment; (X) both.

[ ] **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

ATTACHMENTS:
Downtown Parking Lot Exhibit (PDF)



Attachment: Downtown Parking Lot Exhibit (11856 : Closed Session Conference with Real Property Negotiator)