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**

ACTION SUMMARY MINUTES

April 20, 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	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment. CA20 was pulled off of consent for further discussion. Supervisor Menetrey spoke in support of CA6 and CA25. Supervisor Long advised that the contract with Tuolumne County in CA11 is income coming to Mariposa County from Tuolumne County for services of our health officer and staff. Supervisor Long also spoke in support of CA18.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-195**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-196**

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

CA3. **Sheriff's Office RES-2021-197**

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

CA4. **Sheriff's Office RES-2021-198**

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

CA5. **Sheriff's Office RES-2021-199**

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

CA6. **Agricultural Commissioner RES-2021-200**

Approve Cooperative Service Agreement No. 21-73-06-0260-RA the Annual Work and Financial Plan for Fiscal Year 2021/2022 with the United States Department of Agriculture/Animal and Plant Health Inspection Service/Wildlife Services (USDA/APHIS/WS); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration RES-2021-201**

Ratify a Letter in Support of YARTS' Request for Community Development Funding

CA8. **Administration RES-2021-202**

Ratify a Letter of Support for the Internet for All Act of 2021 (AB14)

CA9. **Administration RES-2021-203**

Ratify a Letter in Support of COVID-19 Fiscal Assistance for California's Independent Special Districts

CA10. **Board of Supervisors**

Approve the Minutes of Tuesday, March 23, 2021

CA11. **Clerk of the Board of Supervisors 2021-44**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in March of 2021

CA12. **Clerk of the Board of Supervisors 2021-45**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2021

CA13. **Health and Human Services RES-2021-204**

Approve a Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) to Perform Scope of Work Related to Emergency Solutions Grant (ESG); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **HHS/Behavioral Health & Recovery Services RES-2021-205**

Approve a Health Insurance Portability and Accountability Act (HIPAA), Business Associate Agreement (BAA) with Brookes Publishing Co., Inc. to Govern the Exchange of Protected Health Information (PHI) in Connection with a Services Agreement with the County of Mariposa Health and Human Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **HHS/Behavioral Health & Recovery Services RES-2021-206**

Approve the Agreement with the California Board of State and Community Corrections to Provide Funding for the Coronavirus Emergency Supplemental Funding (CESF) Grant Program in the Amount Not to Exceed $34,916; and Authorize the Health and Human Services Agency (HHSA) Director to Sign the Agreement

CA16. **HHS/Behavioral Health & Recovery Services RES-2021-207**

Approve First Amendment to Agreement with Shaun Quinn to Provide Mental Health Triage Services, Increasing the Amount by $30,000 to a New Amount Not to Exceed $65,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **HHS/Community Services RES-2021-208**

Approve Amended Agreements with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amended Agreements; and Approve Budget Actions in the Senior Nutrition Funds Increasing the Revenue and Appropriations and Transit Funds, Decreasing Revenue and Appropriations to Correspond with the Amended Agreements ($6,000) 4/5ths Vote Required

CA18. **HHS/Employment and Community Services RES-2021-209**

Approve a Three-Year Memorandum of Understanding (MOU) with Valley Regional Counties of Human Services Mutual Aid Plan to Support Human Services Agencies and Their Ability to Maintain Services in Times of Disaster or Other Emergencies; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **HHS/Social Services RES-2021-210**

Approve a Lease Agreement with Steve Meisner for 5121 Jones Street, Mariposa, California, to be Used for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. Pulled from Consent

CA21. **Public Works RES-2021-211**

Approve an Agreement with BSK Associates Services for Material Testing of the Darrah Rd Bridge Project in an Amount Not to Exceed $25,695.38; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Public Works RES-2021-212**

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

CA23. **Public Works 2021-46**

Accept the Resignation of Kent Lentz from the Airport Advisory Committee; Reappoint Joe Coho, Pat Skogen, Robin Binder, Rick Leinheuser, and Ruth Sellers to the Airport Advisory Committee with a Terms Expiring January 6, 2025

CA24. **Public Works RES-2021-213**

Approve Encroachment Fee Waiver of $140.00 for the Annual 4-H Citizenship Bike-A-Thon

CA25. **Public Works RES-2021-214**

Waive the Encroachment Permit Fee for the Mariposa Downtown Farmers Market for the Year 2021 Pending Health Officer Authorization to Hold This Activity

CA26. **Public Works RES-2021-215**

Approve a Budget Action Within the Public Works Department Budget to Fund the Completion of the Indian Gulch Temporary Bridge ($152,000) 4/5ths Vote Required

CA27. **Treasurer-Tax Collector-County Clerk RES-2021-216**

Authorize the Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607; Approve the Investment Policy and Guidelines for the County of Mariposa Pursuant to Government Code Section 53646(A) (1); and Authorize the Board of Supervisors Chair to Sign the Investment Policy and Guidelines

E. Items Considered Separately

CA20. **Planning (ID # 11603)**

Adopt a Resolution to Increase the Number of Voting Members on the Merced River Trail Community Working Group (MRT CWG) from Nine (9) to Eleven (11); and Modify Term Expiration Dates to be Consistent with Existing Planning Department Practices

In response to Supervisor Menetrey's inquiry, Sarah Williams/Planning Director explained that the membership increase was being requested with the hope of building community consensus for the project. Supervisor Menetrey and Ms. Williams discussed the committee's history including changes that have occurred to membership numbers and makeup, and the lack of diversity displayed by the

committee roster. Supervisors Forsythe and Long noted the need for diversity and bylaws. Supervisor Menetrey requested an update from the committee. During public comment, Wendy Brown/committee member spoke in opposition to the proposed action.

The Board took no action pending an update from the committee and more information regarding non-participation by existing members.

RESULT: NO ACTION TAKEN

F. Board Recognitions

1. **HHS/Community Services 2021-47**

Proclaim April 18-24, 2021 as "Volunteer Week"

Shannon Gadd/Health and Human Services Agency Director introduced Lydia Arre/Program Manager who gave the staff report. No public input. The Board extended thanks to the many volunteers in the community.

Chair Long presented the proclamation to Ms. Gadd and Ms. Arre.

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

2. **District Attorney/Victim Witness 2021-48**

Proclaim April 18Th - 24Th, 2021, as "Crime Victims' Rights Week"

Walter Wall/District Attorney noted the confusion and pain that victims of crime suffer during the court process. Jessica Mimnaugh/Victim Witness Advocate who introduced her staff then gave a PowerPoint presentation. Board discussion ensued with thanks extended to staff. During public comment, Shannon Gadd, Pete Judy/Chief Probation Officer, and Jeremy Briese/Sheriff - Coroner - Public Administrator spoke in support of the recognition.

Chair Long presented the Proclamation to Ms. Mimnaugh and the Victim Witness staff.

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

G. Departmental Presentation

Kristina Allen/Deputy Director of Public Health advised of a recent small surge of COVID-19 cases associated with church services in Madera County which has required quarantining over 200 people. Dr. Allen also extended thanks to the School District for their fast action in contacting 172 people in about three hours. She also noted that the County has received some new rules for tier movement for small counties and advised that we must have fewer than 7 cases per week for three weeks, and be within 5% of the state's vaccination rate, to move into the yellow tier. Dr. Allen

advised that the County now get Pfizer vaccine so will be able to vaccinate those 16 years of age or older, noted that people can now make those appointments on MyTurn, and advised that clinic appointments have begun to decline.

Mike Healy/Public Works Director announced that they are moving ahead with day camp planning, in consultation with the Health and Human Services Agency. He also advised that Parks and Recreation has a number of open positions for Rec Aide, Lifeguard, Water Safety Instructor, and others. Mr. Healy also noted that he is working in collaboration with a number of community groups who wish to hold traditional summer events within health guidelines, and advised that he will be meeting Mariposa Clean Sweep next week. He also advised that work on the Darrah Bridge is starting and that people should expect to encounter some minor traffic delays due to tree removal. Mr. Healy also reported on discussion with Tony Borreson who wishes to scale back operations at the airport. Board discussion ensued regarding roadside spraying, airport operations, and the orange fencing erected by Caltrans on Highway 49.

Jeremy Briese/Sheriff - Coroner - Public Administrator advised that his office is getting busier and that they had 23 jail bookings last week. Sheriff Briese also noted that they are combating the illegal marijuana grows and had four large ones last week. He also noted that there has been some question about lag time after reports are made to action being taken, which he advised boils down to staff time. Sheriff Briese also extended kudos to the SCOPE and Search and Rescue volunteer members who undertook a two day training this week; and reported on a tractor accident over the weekend to which his department, County Fire, Rescue 22, CalFire, and residents responded.

Steve Ward/County Fire - CalFire extended thanks for the Sheriff's comments. Chief ward also advised that, as of last week, the County is at 47% of normal rainfall and 49% of normal snowpack which has us moving into a drought situation. He reported that there were some fires locally but noted that they were primarily in the high country; and advised people to be careful with their burning and there have been some escaped burn pile fires. Chief Ward also noted that CalFire started staffing stations with transitional staffing yesterday, and that they are hiring, for the second week, up to 85 firefighters. He noted that 85 used to be their maximum hiring rate but now 85 is their transitional staffing. Chief Ward also noted that CalFire is doing its best to resolve the hand crew issue in the state; advised we can expect burn permits to be required through May 1st unless changed sooner; reported that all County Fire volunteers, except two, have completed their required training for the year; and advised that the cooperation between CalFire and County Fire continues to grow.

Recessed

10:45 AM Chair Long recessed the meeting and reconvened at 10:51 AM.

H. Public Comment on Non-Agenda Items

Ellie McQuarrie reported on an incident with a homeless woman who lives in a car on County property on 8th Street across from Blackburn Automotive who started screaming at, and advancing on, her. Ms. McQuarrie noted that the woman raised her hand as if to strike her until told she would be arrested. She noted that she reported it to the Sheriff's Office but left when a deputy did not come right away because dispatch had sent him to the wrong place. She noted that a deputy did speak with the woman and was told that she did recognize Ms. McQuarrie. Ms. McQuarrie noted that the

homeless woman threatens people in the Pioneer Market parking lot all the time and threatens to kill people who are not wearing masks. She also advised that she has talked to Connections, Heritage House, and Supervisors Long and Smallcombe but nothing has been done. Discussion ensued regarding the situation, the garbage lying around, the effects of a 9th Circuit Court of Appeals decision, and the actions currently underway to address the situation. Brenda Forrest inquired about a 5150 evaluation given that the woman is threatening other people. Discussion ensued between Dr. Forrest, Supervisor Long, and Ms. McQuarrie about that process.

Brenda Forrest/Mariposa County Commission on Aging (COA) Chair noted that the Board should have received a COA agenda packet, and advised that those were sent because the commission's bylaws require that the Board be kept informed. Dr. Forrest discussed the commission's responsibilities; noted that they are working on re-establishing the Northside nutrition program; and advised that they have me with HHSA and some volunteers. She also noted that a COA member has set up a Mariposa Seniors Facebook page; and advised that they are currently updating their 16 year old bylaws which should be coming to the Board in the near future. Chair Long noted that Dr. Forrest is welcome to provide COA updates during the departmental presentation section of the agenda. Supervisor Smallcombe advised that she spoke with Don Fox, her District I representative, who is trying to get new at-large members. Supervisor Smallcombe and Dr. Forrest discussed the Governor's Master Plan on Aging. Supervisor Smallcombe suggested that the COA invite someone from HHSA to speak about strategic planning as HHSA will be working to implement that master plan.

Recessed Board of Supervisors

11:09 AM Chair Long recessed the Board meeting, followed by René LaRoche/Clerk of the Board reading the Government Code announcement.

I. LOCAL TRANSPORTATION COMMISSION

11:10 AM Chair Long convened the Local Transportation Commission (LTC) with all members present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-13**

Adopt a Resolution Granting Authority to the Local Transportation Commission Executive Director to Act on Behalf of the Local Transportation Commission (OF) Mariposa County to Submit an Application to Seek Federal Transit Funding Under (FTA) Section 5311 of the Coronavirus Response and Relief Appropriations Act (CRRSAA) with the California Department of Transportation

Mike Healy/LTC Executive Director gave the staff report. Discussion ensued between Mr. Healy and Commissioner Sweeney regarding transit operations in the North County. No public comment.

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

Adjourn LTC

11:14 AM Chair Long adjourned the LTC meeting.

Reconvened as Board of Supervisors

11:14 AM Chair Long reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Health and Human Services RES-2021-217**

Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI); and Authorize the Health and Human Services Agency Director to Sign the Letter

Shannon Gadd gave the staff report, with Stephanie Sondheim providing clarification telephonically. No public comment. Board discussion ensued.

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

2. **Public Works RES-2021-218**

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

Mike Healy gave the staff report. No public input.

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

3. **Public Works (ID # 11641)**

Receive Information Regarding Recology Service Rates Increase Effective April 1, 2021

Mike Healy gave the staff report. No public input.

RESULT: INFORMATION RECEIVED

4. **County Counsel 2021-ORD-1163**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Section 10.08.140 of the Mariposa County Code Entitled 'Violation - Penalty'"

Steven W. Dahlem/County Counsel introduced Kevin Briggs/Assistant County Counsel who provided the staff report. No public comment.

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

5. **County Counsel RES-2021-219**

Adopt a Resolution Establishing a Schedule of Parking Penalties

Kevin Briggs gave the staff report noting that this resolution is the companion piece to the ordinance that was just adopted. No public comment.

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

6. **Administration RES-2021-220**

Approve an Agreement to Sell $486,170 in California Public Utility Commission (CPUC) Rule 20A Pacific Gas and Electric (PG&E) Credits to the City of Larkspur in the Amount of $218,777; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble/County Administrative Officer gave the staff report. No public input.

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

7. **Administration RES-2021-221**

Adopt a Resolution of Intention to Enter into an Agreement to Purchase the Real Property Identified as Assessor's Parcel Number 013-184-010-0 for Continued Use as Parking in Downtown Mariposa in the Amount of $58,806

Dallin Kimble gave the staff report. No public input.

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

8. **Administration RES-2021-222**

Approve the Landowner Access Agreement (Exhibit E) for Work to be Completed in Yosemite West; and Authorize the County Administrative Officer to Sign the Agreement

Dallin Kimble gave the staff report. No public input.

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

K. Items removed from Consent Agenda

None.

Recess for Lunch

11:58 AM Chair Long recessed the meeting for lunch.

L. 2:00 PM Closed Session

2:00 PM Chair Long reconvened the meeting.

1. **Board of Supervisors (ID # 11542)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Librarian

No public input.

RESULT: **CLOSED SESSION HELD**

Recessed

2:02 PM Chair Long moved the Board into Closed Session.

Report Out

2:33 PM Chair Long reported that Information was Received during the Closed Session.

M. Board Information

The Board concurred with skipping this section today.

N. Adjournment

2:35 PM Chair Long adjourned the meeting.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-195

MEETING: April 20, 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.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-196

MEETING: April 20, 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.

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

REF ID# 11659

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-197

MEETING: April 20, 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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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 11656

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-198

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Mono Wind Event

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

January 22nd, 2021: The Board ratified the January 19th, 2021 Local Emergency Proclamation Due to the Mono Wind Event. 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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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 11657

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-199

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

February 9th, 2021: The Board ratified the February 3rd, 2021 Local Emergency Proclamation Due to the Meteorological "Atmospheric River" Event. 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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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 11658

MARIPOSA COUNTY

Agricultural Commissioner · 966-3222

RESOLUTION - ACTION REQUESTED 2021-200

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA

RECOMMENDATION AND JUSTIFICATION:
Approve Cooperative Service Agreement No. 21-73-06-0260-RA - the Annual Work and Financial Plan for Fiscal Year 2021/2022 with the United States Department of Agriculture/Animal and Plant Health Inspection Service/Wildlife Services (USDA/APHIS/WS); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is the Annual Work and Financial Plan for FY 2021/2022 for work performed in Mariposa County by the USDA/APHIS Wildlife Services Specialists. This year's budget includes an increase of 3.85% from FY 2020/2021. The FY 2021/2022 request is $80,793.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The original Cooperative Service Agreement with USDA/APHIS/Wildlife Services was entered into on January 1, 1989, for an Integrated Wildlife Damage Management program to protect residents, property, livestock, crops, and natural resources in Mariposa County from damage caused by predators and other nuisance wildlife.

Last year's agreement was approved by Resolution No. 2020-342.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
In the event that the Cooperative Service Agreement is not signed prior to July 1, 2021, USDA/APHIS/Wildlife Services requires a "Letter of Intent" in order to ensure continued service beyond June 30, 2021.

Non-renewal of the Cooperative Service Agreement with USDA/APHIS/Wildlife Services for Mariposa County will result in the end of service to the County.

FINANCIAL IMPACT:
The FY 2021/2022 agreement amount includes an increase of 3.85% from the FY 2020/2021 agreement and will be included in the FY 2021/2022 budget for the Agricultural Commissioner.

ATTACHMENTS:
USDA 21 22 Coversheet (PDF)
USDA 21 22 APHIS Workplan 21-73-06-0260-RA (PDF)

REF ID# 11585

USDA CSA 18-73-06-0260-RA (PDF)

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

Monica Nielsen

From: Dupre, Krista M - APHIS <krista.m.dupre@usda.gov>
Sent: Friday, March 05, 2021 4:52 PM
To: Monica Nielsen
Cc: Orthmeyer, Dennis L - APHIS; White, Lorrie L - APHIS; Popper, Brian J - APHIS
Subject: 0143 FY21/22 FP FOR SIGNATURE - Mariposa County
Attachments: County LETTER OF INTENT 2021.docx; 0143 FY21 FP.pdf

Good Afternoon,

Per Dennis Orthmeyer, I have attached the FY21/22 Financial Plan (FP) with USDA-APHIS-Wildlife Services.

Each year we review our anticipated costs and expected federal budget for the upcoming fiscal year to determine the overall impact of the program. This year we are only passing on a 4% overall increase to our cooperating county programs for FY21/22.

The billing process continues to be fully automated by FMMI. Standard-format invoices will be generated by the FMMI system and mailed on the fiscal quarter. We have no ability to apply equal quarterly payments, bill early or bill on a different cycle. And due to the manner in which various expenses are processed or held at the end of our Federal fiscal year, you can reasonably expect five or more invoices for each budget year which can and will extend beyond the close of the state FY, so please plan accordingly.

At a **minimum we do require a "Letter of Intent"** to ensure continued service beyond June 30th 2021, and cover the period before the documents are actually signed by you or the Board of Supervisors. Please keep the "Letter of Intent" in the format provided with all the information pertaining to your county. If you are signing and sending the Financial Plan prior to July 1st 2021, you won't need to send a Letter of Intent.

We can accept any one the following ways to get this executed:

- Signed, Scanned, and Emailed
- Digital signatures in lieu of original "wet" signatures (EX: DocuSign, etc.)
    - Please note – If you are using DocuSign or something similar we cannot log in to sign in those programs. We CAN accept the document after it has been signed and downloaded to a pdf to send.
    - We are digitally signing our documents by using our government issued Personal Identity Verification Card (PIV) called a Link Pass (smart card). Each USDA APHIS WS employee is issued this card which provides us the ability to personally sign a document with our electronic government credentials loaded on our cards.
- I can mail you or you can print 3 originals for "wet" signatures.

Once I receive the signed emailed, or the 3 printed with "wet" signatures from you, I will secure remaining signatures and return to you a fully executed agreement.

Krista Dupre'

Attachment: USDA 21 22 Coversheet (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

Budget Analyst
USDA-APHIS-Wildlife Services
3419A Arden Way
Sacramento, CA 95825
Office: (916) 979-2028
Fax: (916) 979-2680

***PLEASE NOTE...Due to Covid-19 quarantine, our agency has been working diligently to continue business as usual. We are asking all our Cooperators to **strongly consider** accepting electronic/digital signatures on any and all documentation where it is possible. This will help alleviate additional long delays getting mail to each individual working from home. We appreciate your consideration during these unprecedented times.

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

Attachment: USDA 21 22 Coversheet (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

APHIS-WS Agreement Number: 21-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

MARIPOSA COUNTY
FINANCIAL PLAN
July 1, 2021 through June 30, 2022

Work Plan:

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-0260-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in Mariposa County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

Financial Plan:

The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed $80,793.00 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS:

Cost Element		Full Cost
Personnel Compensation	$	53,375.00
Travel	$	634.00
Vehicles	$	6,354.00
Other Services	$	-
Supplies and Materials	$	1,589.00
Equipment	$	1,589.00
Subtotal (Direct Charges)	$	63,541.00
Pooled Job Costs	11.00%	$ 6,990.00
Indirect Costs	16.15%	$ 10,262.00
Aviation Flat Rate Collection		$ -
Agreement Total	$	80,793.00

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

Attachment: USDA 21 22 APHIS Workplan 21-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

APHIS-WS Agreement Number: 21-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

The financial point of contact for this Financial Invoice is Krista Dupre', Budget Analyst, (916) 979-2675.

County of Mariposa
5009 Fairgrounds Road
PO Box 905
Mariposa, CA 95338-0905
Tax Identification Number: 94-6000880

_____ _____
County Representative Date

Title: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271

_____ _____
Dennis L. Orthmeyer, State Director Date

_____ _____
Keith P. Wehner, Western Regional Director Date

Attachment: USDA 21 22 APHIS Workplan 21-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

APHIS-WS Agreement Number: 18-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

COOPERATIVE SERVICE AGREEMENT (CSA)
Between
MARIPOSA COUNTY (COOPERATOR)
And
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Mariposa County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

USDA-APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

a. This Cooperative Service Agreement constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Mariposa County.

b. USDA-APHIS-WS will provide to the Cooperator a Financial Plan annually for approval. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined herein.

c. Cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

d. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their

Attachment: USDA CSA 18-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

identities disclosed when receiving due credit related to the activities covered by this agreement.

e. Protect sensitive information exchanged or generated during this process. For public requests of such information, under the Freedom of Information Act (5 U.S.C. §552) and/or the California Public Records Act (California Government Code §6250-6276.48) or Information Privacy Act of 1977 (Cal. Civ. Code §§ 1798 et seq.), the releasing Agency will notify the other Agency and provide an opportunity to comment on whether the information is privileged, or otherwise prohibited from disclosure by applicable law.

f. USDA-APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that USDA-APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

g. All equipment with a purchase price of $5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to USDA-APHIS policy, and shall be specifically listed in the Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to USDA-APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of $5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of USDA-APHIS-WS.

h. USDA-APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

a. Designate Dallin Kimble, County Administrative Officer, 5009 Fairgrounds Road, PO Box 905, Mariposa, CA 95338, (209) 966-2075 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;

b. Reimburse USDA-APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by USDA-APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by USDA-APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, USDA-APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. USDA-APHIS-WS will not reinstate or provide

Attachment: USDA CSA 18-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.

c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

d. As a condition of this Agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS agrees to:

a. Designate Dennis Orthmeyer, California State Director, 3419A Arden Way, Sacramento, California 95825, (916) 979-2675 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

b. The performance of IWDM actions by USDA-APHIS-WS under this agreement is contingent upon a determination by USDA-APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. USDA-APHIS-WS will not make a final decision to conduct requested IWDM actions until it has made the determination of such compliance.

c. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in this agreement and the Financial Plan referenced in Article 3.b. of this Agreement.

1. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
2. Provide technical assistance which includes demonstrations on the proper use of management devices (i.e., propane exploders, exclusionary devices, cage traps, etc.) and information on animal husbandry, habitat management, and animal behavior modification that could reduce damage. Official USDA pamphlets may be used to convey this information to the public.
3. Provide predator/nuisance wildlife identification and removal when livestock, crop property, natural resource damage; or wildlife displaying aggressive behavior causing actual injury to county residents is verified.
4. Provide field assistance when the problem cannot effectively be resolved through technical assistance, when resource owner implemented nonlethal actions have failed, or concurrently when technical assistance is delivered. Field assistance would mostly be provided for situations that require the use of methods and techniques that are challenging or unsuitable for the public to implement on their own. Resource owners that are provided operational assistance are also encouraged to use additional management strategies and sound husbandry practices, when and where appropriate, that could potentially further reduce damage. Field activities may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.

Attachment: USDA CSA 18-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

5. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this agreement. All expenditures will be processed through USDA-APHIS Financial Management Modernization Initiative (FMMI) system.

d. To bill the Cooperator for costs incurred in performing IWDM activities as authorized in the approved Financial Plan as may be amended.

e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. USDA-APHIS-WS will cease providing goods or services until a revision to Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.

f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of USDA-APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by USDA-APHIS-WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate USDA-APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides USDA-APHIS-WS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with USDA-APHIS-WS for same or similar activities provided under the terms of this Agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – APPLICABLE REGULATIONS

All IWDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. USDA-APHIS-WS activities under this cooperative effort will be limited to the State of California, County of Mariposa. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform IDWM activities, and those activities will be conducted within the policy guidelines of USDA-APHIS-WS.

Attachment: USDA CSA 18-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, USDA-APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

USDA-APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – FAILURE TO PAY FEES

The cooperator is liable for fees assessed for services performed under this agreement, if applicable. USDA-APHIS-WS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective on July 1, 2018 and shall continue through June 30, 2023. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 90 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, USDA-APHIS-WS is relieved of the obligation to continue any operations under this agreement.

AUTHORIZATION:

County of Mariposa
5009 Fairgrounds Road
PO Box 905
Mariposa, CA 95338-0905
Tax Identification Number: 94-6000880

_____ _____
County Representative Date

Title: _____

Attachment: USDA CSA 18-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

APHIS-WS Agreement Number: 18-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271

State Director, California	Date
Director, Western Region	Date

Attachment: USDA CSA 18-73-06-0260-RA (RES-2021-200 : FY 2021/2022 USDA/APHIS Agreement # 21-73-06-0260-RA)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-201

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify a Letter of Support for YARTS' Request for Community Development Funding

---

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter in Support of YARTS' Request for Community Development Funding.

The Yosemite Area Regional Transportation System (YARTS) is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Mono, and Tuolumne. YARTS has worked in close partnership with the National Park Service for more than 20 years in providing public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

The entire YARTS fleet is aging and requires the replacement of all 10 of its over-the-road coach vehicles in the next five years. YARTS will also need to purchase an additional nine coaches in the next two years to replace vehicles it currently operates through a lease agreement. In total, these 19 vehicles will allow YARTS to continue to provide its current level of service throughout its mountainous, 480-square mile service area. In particular, this $14.25 million investment will allow Mariposa County to maintain important access to Yosemite into the foreseeable future.

YARTS must also begin preparation for its transition to an electric fleet. In order to realize its commitment to sustainability, an electric infrastructure analysis must be conducted in the next three years to enable the service to meet California's zero-emission fleet regulations starting in 2026. YARTS has no funding through which it can perform this critical study and without it, compliance will be difficult, and service levels may be adversely impacted.

This letter of support encourages funding for YARTS to meet its challenges. Finding this support in the best interest of the public and consistent with the County legislative platform, staff recommends ratification of the letter of support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction in that event.

REF ID# 11637

ATTACHMENTS:
YARTS Letter of Support 3-30-21 (PDF)

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

Mariposa County
Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... TOM SWEENEY
District 3 ..... MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

March 30, 2021

The Honorable Jim Costa, District 16
2081 Rayburn HOB
Washington, DC 20515

RE: Support for YARTS funding

Dear Congressman Costa:

I am pleased to offer this letter on behalf of Mariposa County Board of Supervisors in support of YARTS' request for community development funding.

The Yosemite Area Regional Transportation System – or YARTS – is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Mono, and Tuolumne. YARTS has worked in close partnership with the National Park Service for more than 20 years in providing public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

The entire YARTS fleet is aging and requires the replacement of all 10 of its over-the-road coach vehicles in the next five years. YARTS will also need to purchase an additional nine coaches in the next two years to replace vehicles it currently operates through a lease agreement. In total, these 19 vehicles will allow YARTS to continue to provide its current level of service throughout its mountainous, 480-square mile service area. In particular, this $14.25 million investment will allow Mariposa County to maintain important access to Yosemite into the foreseeable future.

YARTS must also begin preparation for its transition to an electric fleet. In order to realize its commitment to sustainability, an electric infrastructure analysis must be conducted in the next three years to enable the service to meet California's zero-emission fleet regulations starting in 2026. YARTS has

Attachment: YARTS Letter of Support 3-30-21 (RES-2021-201 : Ratify a Letter of Support for YARTS' Request for Community Development

no funding through which it can perform this critical study and without it, compliance will be difficult, and service levels may be adversely impacted.

The YARTS service is critical to Mariposa County. Prior to the pandemic, YARTS carried more than 100,000 individuals to and from Yosemite every year. These passengers provide key sources of tourism revenue and generate jobs in gateway communities. They also include individuals who are not able to access the wonder of Yosemite any other way. We respectfully request your strong support of YARTS.

Sincerely,

Marshall Long, Chair
Mariposa County Board of Supervisors

Attachment: YARTS Letter of Support 3-30-21 (RES-2021-201 : Ratify a Letter of Support for YARTS' Request for Community Development

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-202

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify a Letter of Support for AB 14

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter of Support for the Internet for All Act of 2021 (AB14).

The Internet for All Act of 2021 (The Act) prioritizes the deployment of broadband infrastructure in California's most vulnerable, unserved, and underserved rural and urban communities by extending the ongoing collection of funds deposited into the California Advanced Services Fund(CASF) to provide communities with grants necessary to bridge the digital divide.

The Act recognizes that reliable internet connectivity is a critical necessity now, and that this will remain the case even after the COVID-19 pandemic has subsided. This bill equips Internet Service Providers, Local Governments, and Tribal Governments with the opportunity to expedite the connection of their communities to reliable broadband access indefinitely. Further, The Act ensures grants administered by the California Public Utilities Commission (CPUC) from the CASF are awarded to applicants who are willing and able to effectively, efficiently and equitably connect households, community anchor institutions, small businesses, and employers.

Finding the Act aligned with the County's legislative platform, staff recommends ratification of this letter of support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction in that event.

ATTACHMENTS:
Internet for All Act Support Letter (PDF)
1.29.2021 Fact Sheet AB 14 (Aguiar-Curry) Internet for All Act of 2021 (PDF)

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... TOM SWEENEY
District 3 ..... MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

April 6, 2021

The Honorable Cecilia M. Aguiar- Curry
Assemblymember, 4th District
State Capitol, Room 5144
Sacramento, CA 95814

RE: AB 14 Internet for All Act of 2021 (Aguiar-Curry) – SUPPORT

Dear Assemblymember Aguiar-Curry:

Mariposa County is proud to support the Internet for All Act of 2021 (The Act) which prioritizes the deployment of broadband infrastructure in California's most vulnerable, unserved, and underserved rural and urban communities by extending the ongoing collection of funds deposited into the California Advanced Services Fund (CASF) to provide communities with grants necessary to bridge the digital divide.

Mariposa County is a scenic rural community, the home of Yosemite National Park, with 18,000 people spread over 1,463 square miles. Before, during and after the novel coronavirus pandemic, many members of our community have relied on broadband for medical care, education, employment, social connection and other critical services. Despite the critical need, many segments of our community do not have access to adequate broadband speeds and the services those speeds make possible.

The Act recognizes that reliable internet connectivity is a critical necessity now, and that this will remain the case even after the COVID-19 pandemic has subsided. This bill equips Internet Service Providers, Local Governments, and Tribal Governments with the opportunity to expedite the connection of their communities to reliable broadband access indefinitely. Further, The Act ensures grants administered by the California Public Utilities Commission (CPUC) from the CASF are awarded to applicants who are willing and able to effectively, efficiently and equitably connect households, community anchor institutions, small businesses, and employers.

The Internet for All Act of 2021 is a critical step towards expediting the deployment of broadband infrastructure throughout California. This bill provides a vital pathway to connect California's workforce to gainful employment, harness the life-saving technology of telemedicine, democratize distance learning, enable precision agriculture, and sustain economic transactions in times of emergencies. For this reason, the Internet for All Act of 2021 has our full support.

Sincerely,

Marshall Long, Chair
Mariposa County Board of Supervisors

cc: The Honorable Frank Bigelow

Attachment: Internet for All Act Support Letter (RES-2021-202 : Ratify a Letter of Support for AB 14)

Assemblymember Cecilia Aguiar-Curry, 4th Assembly District

AB 14 Bill Proposal – Internet For All Act of 2021

Attachment: 1.29.2021 Fact Sheet AB 14 (Aguiar-Curry) Internet for All Act of 2021 (RES-2021-202 : Ratify a Letter of Support for AB 14)

SUMMARY

AB 14 prioritizes the deployment of broadband infrastructure in California's most vulnerable and unserved rural and urban communities by extending the ongoing collection of funds deposited into the California Advanced Services Fund (CASF) to provide communities with grants necessary to bridge the digital divide.

BACKGROUND

As evidenced by the ongoing global COVID-19 pandemic the capacity to rapidly connect all California residents with evolving emergency information is essential to safeguarding public health and safety during these unprecedented times. A Pew Research Study conducted in April 2020 found that roughly half of United States adults (53%) say the internet has been essential for them personally during the pandemic.

Although barriers to broadband connectivity have persisted for decades, the COVID-19 pandemic has highlighted the digital divide that separates Californians without internet connectivity from those who already have and depend on fast and reliable internet access as a normal part of their daily lives. As record unemployment rates persist, internet access it vital for economic recovery and resiliency. This is especially important for our most vulnerable Californians who remain disproportionately disconnected, including those who are low-income, living in rural areas, and Black or Latino.

Further, lack of reliable access to academic resources and distance learning tools diminishes our youngest Californians' opportunity to thrive. This is a preventable barrier for far too many students, as nearly 1 million (15.6%) school-aged children (ages 6-17) have no internet connection at home and over 1.6 million (27.5%) of children do not have broadband access.

THIS BILL

AB 14 recognizes that reliable internet connectivity is a critical necessity now, and that this will remain the case even after the COVID-19 pandemic has subsided. This bill equips Internet Service Providers, Local Governments, and Tribal Governments with the opportunity to expedite the connection of their communities to reliable broadband access indefinitely.

AB 14 ensures grants administered by the California Public Utilities Commission (CPUC) from the CASF are awarded to applicants who are willing and able to quickly and efficiently connect households, community anchor institutions, small businesses, and employers. Specifically, AB 14:

- Authorizes the ongoing collection of the existing CASF surcharge.
- Creates a Broadband Bond Financing and Securitization Account to support costs related to financing the deployment of broadband infrastructure by a local government agency or nonprofit organization, including but not limited to, payments of costs of debt issuance, obtaining credit enhancement, and establishment and funding of reserves for the payment of principal and interest on debt.
- Requires CASF Infrastructure Grant applications must provide broadband access at speeds of a *minimum* of 25 megabits downstream and 25 megabits upstream with a goal of of 100 megabits per (mbps) second downstream.
- Identifies all households with speeds of at least 25 mbps downstream and 3 mbps upstream as 'unserved'.
    - Maintains prioritization of those 'unserved' households with speeds of at least 10 mbps downstream and 1 mbps upstream in addition to prioritization of high-poverty unserved households, meaning those within a census tract in which at least 50 percent of residents are designated low-income
- Ensures 'anchor institutions' defined as schools maintaining kindergarten or any of grades 1 to 12, inclusive, community colleges, libraries, hospitals, health clinics, public safety entities, government buildings, and community organizations are eligible for CASF grants on a fair cost-sharing basis for interconnection along the path of deployment.
- Authorizes the CPUC to approve an application for funding to deploy or upgrade broadband services upon making a finding that the existing facility-based broadband provider is unwilling or unable to deploy broadband for the project application service area.
- Requires the Governor's Office of Business and Economic Development (Go-BIZ), in consultation with the California Broadband Council, Public Utilities Commission, Department of Transportation, and

Department of Technology to develop recommendations and a model for streamlined local land use approval and construction permit processes for projects related to broadband infrastructure deployment and connectivity.

- Requires the California Department of Education to post information voluntarily reported by Local Education Agencies regarding the needs for computing devices and internet connectivity adequate for at-home learning on their website, in addition to an annual report of computing device and connectivity needs.

- Authorizes the CPUC to require each internet service provider to report information regarding each available free, low-cost, income-qualified, or affordable internet service plan advertised by the provider, including the cost of plan, eligibility requirements, data limitations, number of California residents enrolled in the plan, and a description of their outreach efforts to eligible populations.

AB 14 is a critical step towards expediting the deployment of broadband infrastructure throughout California. This bill provides a vital pathway to connect California's workforce to gainful employment, harness the life-saving technology of telemedicine, democratize distance learning, enable precision agriculture, and sustain economic transactions in times of emergencies.

SUPPORT

Monterey County Board of Supervisors
Butte County Administration
California Association of Public Authorities for IHSS
CA Forward

CONTACT

Brooke Pritchard | Assembly Fellow
(916) 319-2004 (O)
Brooke.Pritchard@asm.ca.gov

Attachment: 1.29.2021 Fact Sheet AB 14 (Aguiar-Curry) Internet for All Act of 2021 (RES-2021-202 : Ratify a Letter of Support for AB 14)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-203

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify a Letter of Support for COVID-19 Impacts-Fiscal Assistance

---

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter in Support of COVID-19 Fiscal Assistance for California's Independent Special Districts.

Unlike cities and counties, many special districts have not received direct access to COVID-19 relief funding programs to address compromised revenues or pandemic-related expenses. The State of California has both the authority and the resources to assist special districts in the state and this letter encourages such support be given.

Special districts provide vital services such as fire protection, health and wellness programs, and core infrastructure, including access to reliable water, wastewater, and electricity. Special districts in Mariposa County include the John C. Fremont Healthcare District, Mariposa County Resource Conservation District, Yosemite Alpine Community Services District, Lake Don Pedro Community Services District and Mariposa Pubic Utility District.

Special purpose districts across the state are struggling under the burden of an estimated $1.92 billion collective unmet fiscal need since the March 2020 Emergency Proclamation and a projected $2.43 billion anticipated unmet fiscal need by December of 2021. Staff recommends ratification of this support for our local districts and similar jurisdictions across the state.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction in that event.

ATTACHMENTS:
COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (PDF)

REF ID# 11647

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



California Special Districts Association

Districts Stronger Together







CMUA
CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION

















CALIFORNIA BUILDERS ALLIANCE

















DURAN KINST STRATEGIES





SPECIAL DISTRICT LEADERSHIP FOUNDATION









The voice of our community





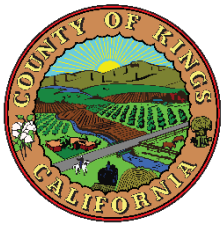
STANISLAUS COUNTY FARM BUREAU















LOS ANGELES COUNTY SANITATION DISTRICTS

Converting Waste Into Resources



Elsinore Valley Municipal Water District















Santa Margarita Water District





The Port OF Hueneme
Oxnard Harbor District









Cambria Community Healthcare District











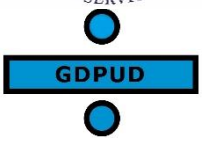


























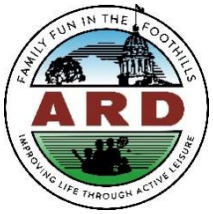


















































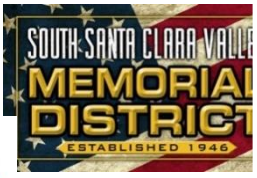




































Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-



April 8, 2021

The Honorable Gavin Newsom
Governor, State of California
State Capitol, 1st floor
Sacramento, CA 95814

The Honorable Toni Atkins
Senate President pro Tempore
State Capitol, Room 205
Sacramento, CA 95814

The Honorable Anthony Rendon
Speaker of the Assembly
State Capitol, Room 219
Sacramento, CA 95814

Re: COVID-19 Impacts – Fiscal Assistance for California's Independent Special Districts

Dear Governor Newsom, Pro Tem Atkins, and Speaker Rendon:

We, the undersigned organizations, strongly urge your Administration and the Legislature to extend special district local governments access to Coronavirus fiscal relief to help these vital units of local governments stabilize operations and impacts due to pandemic response.

California's special districts have received no direct access to COVID-19 relief funding programs unlike other government entities: the state, schools, cities and counties.

Special districts provide vital services that many cities and counties cannot, such as fire protection, health and wellness programs, and core infrastructure, including access to reliable water, wastewater, and electricity. These special purpose local governments are struggling under the burden of an estimated $1.92 billion collective unmet fiscal need since the March 2020 Emergency Proclamation and a projected $2.43 billion anticipated unmet fiscal need by December of 2021.

1) California has both the authority and the resources to assist the state's special districts.

- **Through the American Rescue Plan Act (ARPA), Congress has provided a flexible solution by explicitly empowering states with authority to transfer Coronavirus State Fiscal Recovery monies to special districts**. We respectfully urge you to use this authority to its fullest extent and distribute a portion of our State Fiscal Recovery funding to California's special districts for the benefit of the millions of Californians they serve statewide.

  California's revenues are enough to share. The January 2021-2022 Budget Proposal reflected an unexpected revenue windfall of $15 billion—with major additional revenues indicated in February and March, of which billions are reported to be discretionary. Further, between the Coronavirus Relief Fund (CRF) and the American Rescue Plan Act, Congress has approved a projected $57.955 billion in relief funds to aid California and its local governments. Between these two funds, the State will have received a total $36.14 Billion in discretionary dollars to address COVID-19 impacts, with cities and counties receiving the other $21.8 billion in direct allocations from the federal government.

- **Dedicating a portion of these unanticipated one-time funds to address COVID-19 response impacts on special districts and the communities they serve is an appropriate use, consistent**

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

with the near $1.8 billion California previously distributed to cities and counties from its CRF funds. To date, Federal and State relief have appropriately focused on stabilizing individuals and families and on allocations to cities and counties directly involved in the pandemic response. These funds and programs have been and will continue to be essential, and we applaud your vigilance and recognition that more can be done. The time has come to also focus on special districts.

- **There is precedent that supports this request and your ability to grant it.** Last year, the States of Colorado and Oregon included special districts in distributions of Coronavirus Relief Fund monies to local governments. We encourage California to follow their examples of distributing essential funding to special districts.

2) Many special district funding streams have been dramatically compromised due to pandemic response operations and, for some districts, expenses have skyrocketed to pay for mandated health and safety protocols for their frontline workers and the public they serve. The pandemic's fiscal toll on special districts and their communities is greater than previously expected, with many districts in the early months responsibly dipping into reserves to mitigate impacts. Reported revenue losses, unmet by federal or state relief programs, are most substantial among districts providing fire protection; healthcare and emergency services; community services and parks; ports, harbors, and transit; and utilities.

- **When special districts are excluded from relief, essential frontline workers and community residents are excluded from relief.** As of February 5, 2021, 42 percent of special districts reported reducing essential services, and 33 percent reported reducing workforce due to COVID-19 response impacts.

- **Universally experienced special district impacts include deferred/delayed/cancelled infrastructure projects, increased workers compensation/FMLA/unemployment/overtime costs, and unbudgeted expenditures necessary to safely maintain operations, as well as public and employee health and safety.** As public agencies, special districts were not eligible for COVID-19 relief programs, such as PPP, tax credits, and grants, provided to businesses and non-profits to address these impacts.

- **Other special district impacts vary depending on service type and primary revenue source**. Examples include a staggering amount of past due water, wastewater, and electric bills (utilities); unprecedented losses in operational revenues due to restricted activities, rentals, and charges; loss of lease and other business enterprise revenues; overwhelming increased operational expenses and notable revenue losses due to pivoted services.

3) Special districts would utilize funding allocated by the state to benefit their residents, stabilize services, and boost the local economy. They would do this through reimbursing expenditures related to pandemic response; assisting their residents with utility arrearages; restoring services following a year's worth of losses; rehiring or boosting frontline workers with premium pay where appropriate; and investing in critical water, sewer, and broadband infrastructure – including many capital projects which have been delayed, deferred, or canceled due to the pandemic's fiscal impacts.

In conclusion, we the undersigned implore you utilize the tools Congress has provided to transfer relief funds to special districts expeditiously, and to ensure these critical, essential service providers continue to provide uninterrupted services to our recovering communities.

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

Collectively,

A coalition of local government, business, non-profit organizations, and local stakeholders listed attached and available online here.

CC: The Honorable Scott Wilk, Senate Republican Leader
The Honorable Marie Waldron, Assembly Republican Leader
The Honorable Nancy Skinner, Chair, Senate Committee on Budget and Fiscal Review
The Honorable Jim Nielsen, Vice-Chair, Senate Committee on Budget and Fiscal Review
The Honorable Phil Ting, Chair, Assembly Committee on Budget
The Honorable Ving Fong, Vice-Chair, Assembly Committee on Budget
The Honorable Mike McGuire, Chair, Senate Governance and Finance Committee
The Honorable Cecilia Aguiar-Curry, Chair, Assembly Local Government Committee
Committee Members, Senate Committee on Budget and Fiscal Review
Committee Members, Assembly Committee on Budget
Keely Bosler, Director, Department of Finance

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

LAST UPDATED: APRIL 8, 2021

COALITION SUPPORTING COVID-19 RELIEF
FOR CALIFORNIA'S SPECIAL DISTRICT LOCAL GOVERNMENTS

The undersigned organizations and individuals, strongly urge the Administration and State Legislature to extend special district local governments access to Coronavirus fiscal relief to help these vital units of local governments stabilize operations and impacts due to pandemic response:

Statewide Local Government Associations

1. California Special Districts Association
2. California Air Pollution Control Officers Association
3. California Association of Public Cemeteries
4. California Association of Recreation and Park Districts
5. California Association of Resource Conservation Districts
6. California Association of Sanitation Agencies
7. California Fire Chiefs Association
8. California Municipal Utilities Association
9. California Park & Recreation Society
10. Fire Districts Association of California
11. Mosquito and Vector Control Association of California

Statewide Business and Nonprofit Organizations

12. American Council of Engineering Companies, California
13. Associated General Contractors
14. California Builders Alliance
15. CSDA Finance Corporation
16. Sacramento Regional Builders Exchange
17. Special District Leadership Foundation

Local Business and Nonprofit Organizations

18. 101North Locations
19. Amateur Baseball Development Group Inc.
20. Array of Life Services
21. Aviara Real Estate
22. Becky Castano Acupuncture
23. Bodysattva Healing Arts Center
24. Bsmc Tools
25. Canine Logic
26. Carrie Holmquist Photography
27. Chumash Indian Museum
28. C.L. Smith Hay & Grain
29. Cocoa Rome Chocolate Company
30. Cohen Land Use Law
31. Concerned Off-Road Bicyclists Association
32. Conejo Chinese Cultural Association
33. Conejo Unified Pickle Ball

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

LAST UPDATED: APRIL 8, 2021

34. Conejo Valley Botanic Garden
35. Conejo Valley Historical Society – Stagecoach Inn Museum
36. Cozad & Fox Inc.
37. DenimDawgs
38. Duran Kinst Strategies
39. Five Star Bank
40. Greater Conejo Valley Chamber of Commerce
41. Jason Love Comedy
42. JELD Therapy
43. Las Flores Community Garden
44. Law Offices of Richard S. Rabbin, Inc.
45. Lifesong Church
46. Look Up Life Coaching
47. Lori Raupe Enterprises
48. Michael Lang Design
49. Montecito Association
50. Monterey Bay Fisheries Trust
51. Mustang Marketing
52. NBS
53. Neyda Honda CoachingRed Hat Cowgirl
54. Organic Garden Club of Ventura County
55. Pack 0046, Boy Scouts of America
56. R and J Prosthetic
57. Real Estate More Sacramento County Farm Bureau
58. Ride On Therapeutic Horsemanship
59. Sacramento County Farm Bureau
60. Santa Barbara County Chapter of the California Special Districts Association
61. Southern California Lacrosse Association
62. Special Districts Association of Monterey County
63. Stanislaus County Farm Bureau
64. Streamline
65. Telesis Physical Therapy
66. Thousand Oaks Soccer League
67. Thousand Oaks Badminton Organization
68. Thousand Oaks Teen Center
69. Telesis Physical Therapy
70. Ventura County Special Districts Association
71. Ventura Recovery Center

Counties, Cities, JPAs, and Schools

72. City of Thousand Oaks
73. County of Fresno
74. County of Inyo
75. County of Kings
76. County of Mariposa
77. Investment Trust of California (CalTRUST)
78. Jurupa Unified School District

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

79. Monterey One Water
80. San Luis & Delta-Mendota Water Authority
81. Special District Risk Management Authority
82. Tulare County Board of Supervisors

Special Districts

83. Alameda-Contra Costa Transit District (AC Transit)
84. Alameda County Mosquito Abatement District
85. Alameda County Water District
86. Arbuckle Parks and Recreation District
87. Arden Park Recreation and Park District
88. Aromas Water District
89. Artesia Cemetery District
90. Auburn Area Recreation and Park District
91. Auburn Public Cemetery District
92. Beach Cities Health District
93. Biola Community Services District
94. Brooktrails Township Community Services District
95. Buena Park Library District
96. Calleguas Municipal Water District
97. Camarillo Health Care District
98. Cambria Community Heathcare District
99. Cameron Park Community Services District
100. Casitas Municipal Water District
101. Castro Valley Sanitary District
102. Cazadero Community Services District
103. Central Contra Costa Sanitary District
104. Chester Public Utility District
105. Chino Valley Independent Fire District
106. Clear Creek Community Services District
107. Coastside County Water District
108. Conejo Recreation and Park District
109. Cosumnes Community Services District
110. Crestline Village Water District
111. Cucamonga Valley Water District
112. Del Puerto Health Care District
113. East Contra Costa Fire Protection District
114. East Side Mosquito Abatement District
115. Eastern Kern County Resource Conservation District
116. Eastern Municipal Water District
117. Eastern Sierra Community Services District
118. Ebbetts Pass Fire District
119. Elsinore Valley Municipal Water District
120. Fair Oaks Recreation and Park District
121. Feather River Air Quality Management District
122. Florin Resource Conservation District/Elk Grove Water District
123. Frazier Park Public Utility District

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

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124. Fresno Metropolitan Flood Control District
125. Fresno Mosquito and Vector Control District
126. Fulton-El Camino Recreation and Park District
127. Garberville Sanitary District
128. Georgetown Divide Public Utility District
129. Georgetown Divide Recreation District
130. Georgetown Fire Department
131. Gold Mountain Community Services District
132. Goleta Sanitary District
133. Greater Los Angeles County Vector Control District
134. Greater Vallejo Recreation District
135. Grizzly Flats Community Services District
136. Grossmont Healthcare District
137. Groveland Community Services District
138. Hayward Area Recreation and Park District
139. Heber Public Utility District
140. Helix Water District
141. Herlong Public Utility District
142. Hesperia Recreation and Park District
143. Hidden Valley Municipal Water District
144. Highlands Recreation District
145. Home Garden Community Services District
146. Humboldt Community Services District
147. Indian Wells Valley Water District
148. Inland Empire Utilities Agency
149. Jurupa Area Recreation and Park District
150. Jurupa Community Services District
151. Kensington Police Protection & Community Services District
152. Keyes Community Services District
153. Klamath Community Services District
154. La Selva Beach Recreation District
155. Lakeside Fire Protection District
156. Loleta Community Services District
157. Los Angeles County Sanitation Districts
158. Los Osos Community Services District
159. Las Virgenes Municipal Water District
160. Mammoth Community Water District
161. Mark Twain Health Care District
162. Marina Coast Water District
163. Mariposa Public Utility District
164. McFarland Recreation and Park District
165. Mendocino Coast Recreation and Park District
166. Mesa Water District
167. Midpeninsula Regional Open Space District
168. Mission Springs Water District
169. Mokelumne Hill Veteran's Memorial District
170. Monte Rio Recreation and Park District

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

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171. Monte Vista Water District
172. Montecito Fire Department
173. Monterey Peninsula Water Management District
174. Monterey Regional Waste Management District
175. Moss Landing Harbor District
176. Moulton Niguel Water District
177. Municipal Water District of Orange County
178. Napa County Regional Park and Open Space District
179. Newcastle Fire Protection District
180. Nipomo Community Services District
181. North County Fire Protection District
182. North Humboldt Recreation and Park District
183. North of the River Recreation and Park District
184. North Tahoe Public Utility District
185. Northern Sonoma County Fire Protection District
186. Olivenhain Municipal Water District
187. Olympic Valley Public Service District
188. Orange County Cemetery District
189. Orangevale Recreation and Park District
190. Otay Water District
191. Oxnard Harbor District – The Port of Hueneme
192. Padre Dam Municipal Water District
193. Palmdale Water District
194. Palos Verdes Library District
195. Patterson Tract Community Services District
196. Peninsula Fire District
197. Placer County Air Pollution Control District
198. Pleasant Hill Recreation and Park District
199. Pleasant Valley Recreation and Park District
200. Port San Luis Harbor District
201. Rancho Santa Fe Fire Protection District
202. Rancho Simi Recreation and Park District
203. Reclamation District No. 1000
204. Resource Conservation District of Tehama County
205. Rincon del Diablo Municipal Water District
206. Rio Linda-Elverta Recreation and Park District
207. Riverdale Memorial District
208. Rossmoor Community Services District
209. Sacramento Municipal Utility District
210. Sacramento-Yolo Mosquito and Vector Control District
211. San Bernardino County Fire Protection District
212. San Diego Air Pollution Control District
213. San Juan Water District
214. San Mateo County Mosquito and Vector Control District
215. San Mateo Resource Conservation District
216. Santa Clara Valley Water District
217. Santa Cruz Port District

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218. Santa Margarita Water District
219. Santa Nella County Water District
220. Santa Ynez Community Services District
221. Santa Ynez River Water Conservation District
222. Sierra County Fire Protection District #1
223. Sierra Resource Conservation District
224. Solano Irrigation District
225. Soledad Community Health Care District
226. South Coast Air Quality Management District
227. South Santa Clara Valley Memorial District
228. South Tahoe Public Utility District
229. Southern Marin Fire Protection District
230. Stallion Springs Community Services District
231. Stege Sanitary District
232. Tahoe City Public Utility District
233. Tamalpais Community Services District
234. Templeton Community Services District
235. Three Valleys Municipal Water District
236. Truckee-Donner Recreation and Park District
237. Tulare Mosquito Abatement District
238. Tuolumne City Sanitary District
239. Tuolumne Utilities District
240. Turlock Irrigation District
241. Twain Harte Community Services District
242. Twentynine Palms Water District
243. Union Public Utility District
244. United Water Conservation District
245. Vacaville-Elmira Cemetery District
246. Vallecitos Water District
247. Vallejo Flood and Wastewater District
248. Valley Center Cemetery District
249. Valley Center Municipal Water District
250. Valley Sanitary District
251. Valley-Wide Recreation and Park District
252. Vandenberg Village Community Services District
253. Ventura Port District
254. Visalia Memorial District
255. Walnut Valley Water District
256. Weed Recreation and Parks District
257. West Side Recreation and park District
258. Westlands Water District
259. Winton Water and Sanitary District
260. Yolo-Solano Air Quality Management District

Community Leaders*

261. Georgette Aaberg, Volunteer, ETI Corral 37
262. Nicklas Aaberg, Volunteer, ETI Corral 37

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

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263. Jonathan Abboud, General Manager, Isla Vista Community Services District
264. Kristen Abrams, Project Manager, Mike Rovner Construction
265. Aram Agdaian, Negotiator, SEIU Local 721
266. Lance Aguiar, Founder, Aguiar Tennis
267. Alexander Alekseenko, Professor, California State University Northridge
268. Mrs. Kimberly Alikhan
269. Kerri Arnold, Bookkeeper, Csis
270. Marilyn Arvizu
271. Douglas Askegard, Vice Chair, IEEE Buenaventura Section
272. David Assorson, Tennis Professional, Conejo Unified School District
273. Chakameh Azimpour
274. Jeffrey Baarstad, Retired Superintendent, Conejo Valley Unified School District
275. Dara Baf, Assistant Coach, Simi Valley Judo Club
276. Stephanie Bailey, Treasurer, SMRPD
277. Janet Barlet, Educator, CVUSD
278. Chris Barajas, Councilmember, Jurupa Valley
279. Shelley Barnes, Principal, Shelley Barnes Communications
280. Mark Bartel, Retired
281. Kelli Bauwens, Homemaker
282. Janice Bell, Emergency Services Technician, Colusa County Sheriff/OES
283. Gloria Berghoefer, Controller, Sunquest
284. Nancy Berk, Homeowner
285. Pamela Bermann Casa of Ventura County
286. Nancy Berry
287. Nicole Best, Community Member
288. Vivian Bi, Researcher, Amgen Inc.
289. Samantha Bilodeau, Headmistress, Madjy's Academy of Creative Discovery
290. Yessika Bischel, Manager, Superior Pools and Spas
291. Mike Blondino, District Administrator, Carmichael Recreation and Park District
292. Jeff Boberg
293. Tracy Bolden, Para educator, CVUSD
294. Maiya Borchard, Sales Support, Dole
295. Erin Borchard
296. Jayme Bosch, Parent
297. Karen Bradford, President, Jurupa Unified School District Board of Education
298. Doris Briers, Administrative Assistant, FFAM Group
299. Michelle Brower, Accounting Assistant II, Conejo Recreation & Park District
300. Nancy Buckle
301. Alexandra Bulcke Riba, Mother
302. Richard Burke
303. Mark Burley, Councilmember, Santa Rosa Valley Municipal Advisory Council
304. Amy Buss
305. Don Butz, Board President, Resource Conservation District of Greater San Diego
306. Mike Byrne, President, Conejo Disc Golf Club
307. Scott Byrne, Scoutmaster, Troop 711
308. Sara Cahill, Resident, Newbury Park

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309. Rochelle Callis, Administrator, Recreation & Park District, Conejo Recreation & Park District
310. Mrs. Laura Campagnola
311. Tara Campbell, Lead Preschool Teacher, Conejo Recreation and Park District
312. Kevin Capen, Account Executive, loanDepot
313. Kimberley Caputo, MD
314. Jeffrey Caputo, MD
315. Mrs. Catherine Carlton
316. Geraldine Caruso
317. Sarah Casey
318. Mr. Gene Cash
319. Terri Cata, Member, Conejo Valley Genealogical Society
320. Victor Cee, VP Chemistry, Oncovalent Therapeutics
321. Victor Dias Chavarin, Director, Armona Community Service District
322. Victor Chavarin, Jr., Director, Armona Community Service District
323. Michelle Chen, Resident
324. Ms. Susan Cheng
325. Mr. Scott Chew
326. Susan Choi
327. Wesley Clare
328. Alice and Phil Clark
329. Gordon Clint
330. Theresa Cohun Senior Citizen
331. May-Ying Coles, Human Resources Sr. Manager, BCG
332. Kim Consaga, Parent
333. Elisabeth Cortina
334. Marisa Cotteleer, Homeowner
335. Gregg Cowdery, Curator, Patterson House Museum
336. Jacqueline Cox
337. Ms. Jacqueline Cox
338. Brenda Coyle, Parent
339. Jillian Crudup
340. Steph Cruz
341. Nellie Cusworth, Board Director, Conejo Recreation and Park District
342. Christine Cyran, Homeowner
343. Jamshid Damooei, Professor of Economics, California Lutheran University
344. Michael Davies, General Manager, Town of Discovery Bay Community Services District
345. Lorraine Davis, Homemaker
346. Robert Davis, Atty, D&W
347. Cristina de la Torre
348. Margaret De Rose
349. Charles Deboer, Resident, Wildwood Elementary
350. Debra DeGoey
351. Matt DeHaro, Mail carrier, USPS
352. Natalie DeSavia, Theatre Communications Specialist, Conejo Recreation & Park District
353. Shannon Diffner

Attachment: COVID-19 Relief for Special Districts Coalition Letter 4.8.21 Final (RES-2021-203 : Ratify a Letter of Support for COVID-19 Impacts-

354. John Dixon, Managing Attorney, Dixon Law Office
355. Joe Dodge, Irrigation Tech, Conejo Recreation and Park District
356. Rebecca Doll
357. Boyd Donavon, Personal/Volleyball Manager, Conejo Recreation & Park District
358. Ping Dong, PVA President, CCCA
359. Marla Donley
360. Connor Donohoe, Member, Conejo Recreational Park District
361. Christy Douglass, Faculty, Moorpark College
362. Jody Dubuque, Account Executive, Sierra
363. Tim Duerr, Recreation Services Manager, Conejo Recreation and Park District
364. Ms. Amy Dunn Citizen of Thousand Oaks
365. Michael Eaton, Owner, Stellar Connect LLC
366. Carina Eddy, Resident
367. Carina Eddy, Resident
368. Ms. Grace Ellerbrock
369. Amy Endo, Resident
370. Scott Engel, Retired
371. Kala Everhart
372. Jenna Fante, The Firefly Revolution
373. Ms. Tara Farkash
374. Vincent Ferrante, Commissioner, Moss Landing Harbor District
375. Erik Fido
376. David Filgas, Trail Runner
377. Michelle Fishman Resident
378. Michael Fletcher
379. April Flores
380. Statia Foresti, Student, Conejo Valley Adult School
381. Christine Formica, Hemet Stake Just Serve Specialist
382. Edward Formica, Vice President, Western Science Center Foundation
383. Mrs. Brooke Foxworthy
384. Lisa Friedman, Consultant, Lisa Friedman Consulting
385. Jennifer Friedman, Resident, Private Citizen
386. Tina Frugoli
387. Anna Fuentes, Teacher, CFSUCCESS
388. Linda Fullerton, ETI Past President, Equestrian Trails, Inc
389. Angela Fusco, Engineer, Takeda
390. Tom Gardner, Architect, Target
391. Michael Garofolo, Board Member, Thousand Oaks Girls Softball Association
392. Tom Garnella, President, Hemet Concert Association
393. Jordan Gascon, Board Member, Resource Conservation District of Greater San Diego
394. Nicole Gaspar, Account Manager, Gaspar Insurance
395. V Gee, Community Member
396. Michael Gennette, Head Coach Men's & Women's Tennis, California Lutheran University
397. Jonathan Gereige, Budget Analyst, DOI
398. Idine Ghoreishian, Concerned Citizen
399. Heidi Giddy Van Pernis, Volunteer, Adelante Communidad

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400. Deb Gill
401. Kellie Gilmore
402. Teresa Gin, Self-employed
403. Ariella Ginoza, Resident, Thousand Oaks, CA
404. Stacy Glenn
405. Brad Glenn, Business Owner, FDPM
406. Griffin Glenn
407. Kelly Goebel, Principal, G3 Group LA, Inc.
408. Robin Goldfinger, Occupational Therapist/Citizen
409. Maggie Goodrich, Community Member
410. Eric Gosch
411. Ralph Gould
412. Candace Gray, Volunteer, Conejo Players Theatre
413. Jason Gregory
414. Brion Grube
415. Joan Gunning
416. Sandra Haga, Resident, Conejo Recreation and Park District
417. Theresa Hagman, Executive Consultant, SMPS
418. Jennifer Haigh, School Therapist, CVUSD
419. Kelli Ham, Newbury Park, CA Resident
420. Laila Hammes
421. Tanya Harrison
422. Steven Hawkins, Board member, AYSO
423. Michael Hayward, Member, Lake Lindero Homeowners Association
424. Robert Hazard, Assistant District Commissioner, Boy Scouts of America
425. Chenxu He
426. Nancy Healey, Volunteer, Conejo Valley Village
427. Greta Heath, Student
428. Carrie Hebert
429. Linda Heckendorf, Resident
430. John Helm
431. Mr. Mark Henderson
432. Devon Herbert
433. Judy Hergesheimer, Ombudsman/Long Term Care, Long Term Care Services/Vta C
434. M Hernandez, QA Manager
435. Philip Herrera
436. Victoria Hervey
437. Sally Hibbitts AAUW Thousand Oaks
438. Anthony Hoffman
439. Kirsten Hoffman, Retired
440. Angela Hong, Director, Bank of America
441. Tina Hoover, VP Licensing, Scientific Games
442. Mila Horak, USPTA Pro, RSTA
443. Rebecca Houseman Attorney at Law
444. Patricia Howard, Attorney and Resident
445. Shawn Howie, Coach, AYSO
446. Karen Hribar, ESL Teacher, CVAE

LAST UPDATED: APRIL 8, 2021

447. Lily Huang, Technical Lead, Corptax
448. Mr. Frank Huchingson
449. Charles Huffer, Director, Conejo Recreation & Park District
450. Catrina Iacovelli, Senior Business Systems Analyst, Macerich
451. Barbara Ikenouye
452. Mrs. Ellen Jelinek
453. Dena Jenson, Director, California Lutheran University, Center for Nonprofit Leadership
454. Linda Joachims, Parent
455. Allison Johnson Mother of Adult Son with Autism
456. Tamara Johnson, Registered Nurse
457. Mrs. Leslie Jones
458. Thomas Jones
459. Michelle Jordanhazy, HR, Hazy Inc
460. Christina Kajita, Community Resident
461. Nick Karim, Resident
462. Julie Kassan, Tennis Player/Hiker
463. Bennett Katz, Retired Resident
464. Mrs. Diana Kauffman
465. Wakako Kawashima
466. Matt Kawecki, Parent
467. Beverly Kemmerling, Retired, Nurse practitioner
468. Robert Kemmerling, President, Kemmerling and Associates
469. Merritt Kent, US Army Active Duty Soldier
470. Isabell Kerins, President, Silverado Modjeska Recreation and Park District
471. Mrs. Zarrinfar Ketabi
472. Jessica Khan, Manager, Farmers Insurance
473. Carrie Kim, Resident and Supporter
474. Mary Kimball, Executive Director, US Quidditch
475. Scott Kittinger, Retired
476. Roger Klausler, Secretary, Kiwanis of Conejo Valley
477. Ellen Klein, Citizen
478. Todd Klipp, Property Owner, Klipp Family
479. Ken Knipe
480. Lorraine Kollman
481. Carl Kolvenbach
482. Diane Kolvenbach, Specialist Paralegal, Amgen
483. Carolyn Kopp, Retired
484. Brenda Kriger
485. Linda Krupa, Council Member, City of Hemet
486. Susie Kubes
487. Susan Labadie, Rn
488. Rosario Lahoud, HR Assistant, Conejo Recreation and Park District
489. Ms. Carol Lambert
490. Thomas Lasater, CEO, Creative Concepts Inc.
491. Elaine Lawrence, Contractor,
492. Michelle LeBlanc, CEO, Free Speech Coalition
493. Bette Lee

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494. Amy Leicht
495. Pricilla Lemette
496. Sheryl Lewanda, Retired
497. Marisol Lewis
498. Julie Lewis, Community Member
499. Karen Lieberman, President, Lieberman Financial Services
500. Arlynn Liebster, Parent
501. Britt Lind, President, People for Reason in Science and Medicine
502. Eloda Linehan, Resident
503. Nicole LoBianco, Parent
504. Ms. Shelly Machell
505. Laura Mackney, Owner, Sancho Cycles
506. Diane Mader
507. Mr. James Malch
508. William Maple, Resident, Newbury Park, CA
509. Merissa Marcuccella, Owner, Integrity Cacao
510. Terri Maria, Resident
511. Ashley Marth, Specialist, DHHS
512. Patricia Martin
513. Zyg Martynowicz
514. Jacqueline Mason
515. Kevin Mason
516. Laura Mazur
517. Jeffrey McCormick, Scientist, Amgen
518. Steve McDaniel
519. Sherill McMichael
520. Matthew McNey, Grounds Worker II, Conejo Recreation & Park District
521. Deborah McNulty, Self Employed
522. Liliana Means, Instructor, Conejo Recreation and Park District
523. Kendra Mellinger, Director of Marketing, 2018 Conejo Valley Pride Festival
524. Sarita Meresman
525. Claudia Michelson - Garcia, Parent
526. Robert Mihailovich
527. Nicole Mikals, Parent
528. Raymond Milewski, Citizen
529. Nate Miley, Vice President, Alameda County Board of Supervisors – 4th District
530. Kelly Milgalter, Mom
531. Jill Miller
532. Jerry Miller, President Emeritus, California Lutheran University
533. William Miller
534. Dana Miller, Recreation Supervisor, Conejo Recreation and Park District
535. Michael Minore
536. Casey Morris, Resident
537. Rusty Morris, Board Member, Silverado Modjeska Recreation and Park District
538. Anthony Morro
539. Debbie Muffoletto, Member, Ahh chorus
540. Raisa Muraoka, Community Resident

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541. Ken Murray, Professor, CSUN
542. Evelyn Nacif, Dance Teacher, Deseo Flamenco
543. Binnie Nadler
544. Paula Neustadt, Resident
545. Patricia M Newman, Senior
546. Alissa Nial, HR Manager, Outsourced Recruiting
547. Doug Nickles, Chair/Director, Conejo Recreation and Park District
548. Shane Niebergall
549. Kazzy Nishida
550. Robert Nunes, Grounds Supervisor, Conejo Recreation and Park District
551. Paul Nuttall, Homeowner
552. CarolAnn O'Rourke
553. Paula Osterbink, Citizen
554. Ms. Kristin Owens
555. Ann Paglia, Conejo Valley Citizen
556. Bill Palermo, Park Operations Analyst, Conejo Recreation and Park District
557. Ms. Olga Panina
558. Gerardo Pantoja, Director of Major and Planned Giving, Ventura College Foundation
559. Linda Pappas Diaz, Retired, Assistant City Manager, City of Thousand Oaks
560. Nam Park, Pastor, Immanuel Bible Church
561. Desiree Patenaude
562. Jennifer Patrick, Branding and Packaging, Patagonia
563. Andrea Patrick, Community Member
564. Ms. Robin Paul
565. Jack Paulson, Retired, TOSS
566. Elaine Pawelczyk, Contractor, Conjeo Recreation and Park District
567. Deirdre Pearson, Supervisor, Conejo Recreation and Park District
568. Laurie Perdue, Sr Benefit Analyst, Teledyne
569. Karen Persichetti
570. Laura Peterson Conejo Valley Unified School District
571. Chaitanya Phade, Software Engineer, Pontis Research Inc.
572. Thuy Phan, Retiree
573. Michael Phillips, Owner, Art of Michael Phillips
574. Richard Piernot, President, Friends of the Thousand Oaks Library
575. John Pirie, Parent
576. Sally Pittman-rabbin, Self-employed, Concerned citizen
577. Mrs. Susan Poprock
578. James Power, Director, Kenrose Kitchen Table Foundation
579. Alfred Powers, Retired
580. Poornima Prasad, Treasurer, Rotary Club of Westlake Village
581. Robert Prendergast, Resident, Thousand Oaks
582. Joanne Ratshin, Mother
583. Jean Rauch-Fontayne, Owner, EcoStar Holdings
584. Mike Record, Board Member, Friends of Valley Wide
585. Mr. Chance Redmond
586. Kenneth Reed, San Jacinto Lions Club
587. Christine Reiber, Community Member

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588. Joseph Riccio, Independent Contractor, Basketball Instructor/Official
589. Sharon Rocha, Information Risk Analyst, Amgen
590. Tara Romero, Conejo Valley Resident
591. Megan Rooks
592. Stefanie Rosen
593. Ana Rubio, Corporate Events Planner, SAGE
594. Zachary Russell, Naturalist
595. Parisa Samii, Concerned Parent / Citizen,
596. Ajit Sankhe, PT, Select Rehab
597. Ms. Mariana Santangelo Westlake Elementary School
598. Anand Satyadev
599. Gregory Schrader, Grounds Worker III, Conejo Recreation and Parks District
600. George Schultz, Retired
601. Maryza Seal, Resident of Thousand Oaks
602. Irene Seda
603. John Seybold, Citizen
604. Baharak Shahidi
605. Namita Shanbhag
606. Josh Shayne
607. Dan Sheldon, Athlete speed and agility training, My Speed Secrets
608. Barry Sheppard, Retired
609. Ms. Sharon Siemering
610. Marc-Antoine Simard, Managing Member, Collectivity Trading
611. Frances Smith
612. John Smith, President, Carnegie General Insurance Agency
613. Shirley Smith, Homeowner
614. Tim Smith, Recreation Coordinator, Conejo Recreation and Park District
615. Elizabeth Sorensen, Youth Outreach Worker, Conejo Recreation and Park District
616. Anastasia Soroa
617. Ms. Betty Soucy
618. Jeff Spahr, Father
619. Ashlee Spear
620. Pamela Stark, Resident
621. Roslyn Stewart, Former Board Member, Play Conejo
622. Neal Storm, Regulatory Affairs Director, Amgen
623. Mrs. Denice Stouffer
624. Jessica Stull, Citizen
625. Whitney Stuver, Citizen
626. Erin Sweeney, Administrative Clerk, Conejo Recreation & Park District
627. Laci Sylvester, Parent
628. Paul Teplitz, Concerned Parent
629. Joseph Thomas, Thousand Oaks Resident
630. Christopher Todd
631. Robert Tokin, Resident - Newbury Park CA
632. Rodney Tolliver, Friends of Valley Wide
633. Jonathon Trent
634. Mrs. Heather Trifiro

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635. Eileen Tseng, Club Member, Thousand Oaks Badminton Organization
636. Jeannine Tuvesson, Resident
637. Bruce Underwood, Trustee, Coachella Valley Public Cemetery District
638. Christina Varble, Co Owner, Rick Varble Inspections Inc
639. Emily Velasco, Resident
640. Jason Venable, Customer Service Supervisor, Lake Hemet Municipal Water District
641. Vijay Velusamy, Technical Lead, Farmers Insurance Group
642. Mrs. Connie Vine
643. Xavier Volgenau, Aquatics Coordinator, Conejo Recreation & Park District
644. Preetaman Wadhwa, Director, Amgen
645. Tonya Wagner, Homeschooling Teacher, Blue Ridge Academy
646. Janet Wall, Member, Conejo Oak Tree Advocates
647. Bruce Wallis, President, Healthy Valley Foundation
648. Brett Wample
649. Xinxin Wang, Senior Manager, Amgen
650. Cindy Wang, Conejo Chinese Cultural Association
651. Grahame Watts, Emergency Services Manager, City of Thousand Oaks
652. John Watts, Chair, Oak Park-Recreation and Park Planning Committee
653. Karen Weisskirch
654. Sherri Wentworth, CEO, Left Brain, Right Brain
655. Christy Whisman
656. Steve Wiley, Retired
657. Wendy Williams, Citizen
658. Ron Winzelberg, Homeowner
659. Tony Wold, Attorney, County of Ventura
660. Mr. Bill Wolff Anthem Inc.
661. Mr. Brett Wolmrans
662. Susan Wood, Communications Manager, California Lutheran University
663. Nicole Wright, Videographer, Seven Star Films
664. David J. Yanez, Associate Attorney, McCormick Kabot Jenner & Lew
665. Sherry Yas, Caregiver, Visiting Angels
666. Alex Yefimova, Parent
667. Corinne Yost
668. Rosa Zapata
669. Jeff Zatlin, Citizen
670. Jane Zhang

*Titles and organizations listed by an individual's name are for purposes of reference/identification only.

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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**

ACTION SUMMARY MINUTES

March 23, 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	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

Chair Long noted a correction in the amount of CA9.

During public comment, Karen Glendenning requested an idea of the sanitation services provided by CA9, as well as their locations. In response to Ms. Glendenning's question Michael Cornwell/Deputy Director of Administrative Services - Health and Human Services Agency (HHSA) clarified that the units were deployed throughout the county to reduce the potential spread of COVID-19 and that the CA9 agreement represents a reduction in units now that the County is in the Yellow Tier.

Supervisor Sweeney discussed CA13, the Rural Health Telecom Contract, and noted that John C. Fremont Healthcare District has a link in north county at a cost of $800 per month; and inquired if something similar could be done for the Coulterville Office. Shannon Gadd/HHSA Director withdrew the item, noting that she will investigate.

CORRECTION:
CA9, Agreement with Mariposa Portable Sanitation, is $60,000 not $100,000.

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-138**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-139**

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

CA3. **Sheriff's Office** **RES-2021-140**

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

CA4. **Sheriff's Office** **RES-2021-141**

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

CA5. **Sheriff's Office** **RES-2021-142**

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

CA6. **Agricultural Commissioner** **RES-2021-143**

Approve the Invasive Shot-Hole Borers Program Grant for Fiscal Years 2020/2021 and 2021/2022 with the Regents of the University of California, Department of Agriculture and Natural Resources, Statewide Integrated Pest Management Program (UC IPM); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, March 2, 2021

CA8. **Clerk of the Board of Supervisors** **RES-2021-144**

Dissolve the Agriculture Tourism Advisory Board

CA9. **Health and Human Services** **RES-2021-145**

Approve an Agreement with Mariposa Portable Sanitation (MPS) to Provide Sanitation Services and Equipment to the County of Mariposa for an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services** **RES-2021-146**

Add One Allocation of a Mental Health Assistant III and Eliminate One Social Worker III Allocation in the Health and Human Services Agency (HHSA) Behavioral Health Services Branch Effective Immediately

CA11. **HHS/Behavioral Health & Recovery Services** **RES-2021-147**

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve the First Amendment to an Agreement with Dobbins Transportation, Inc. to Provide Transportation Services for Mariposa County Health and Human Services Agency, Increasing the Amount by $30,000 for a New Amount Not to Exceed $80,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **HHS/Behavioral Health & Recovery Services RES-2021-148**

Approve an Addendum Extending the Term of Existing Lease Agreement with Sierra Pines Property Management for the Property Located at 5119 Jones Street, Mariposa, California, Units #A and #B; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA13. Withdrawn

CA14. **HHS/Community Services 2021-36**

Assign Terms to Existing Members Serving on the In-Home Supportive Services (IHSS) Advisory Committee Per Amended Bylaws

CA15. **HHS/Community Services 2021-37**

Appoint Dayna Hannagan to the Mariposa County Commission on Aging Representing an At-Large Position with a Term Expiring March 23, 2025

CA16. Withdrawn

E. Departmental Presentation

Eric Sergienko/Health Officer reported that they vaccinated slightly over 800 people during the two vaccine clinics over the weekend, but noting that they are looking into the large number of no-shows. He also reported that the eligible vaccination age reduces to 55 this week, and advised that the State expanded eligible occupations to include janitorial services and that his department is working with the Tourism Bureau to get that word out to those people. Dr. Sergienko also noted that the County continues to see a low rate of infection, neither low enough to push us into the yellow tier, nor high enough to push us up a tier. He also noted a concern regarding the identification of the UK variant in Stanislaus County because it spreads 1.5 times faster and leads to increased hospitalizations and may lead to higher rates of mortality. Lastly, Dr. Sergienko again urged everyone to get a vaccination noting that it is effective against the variant. Discussion ensued with Supervisors Menetrey and Smallcombe regarding the effects of the no-shows on local vaccine supplies, and how the County is doing with its messaging compared to other neighbor counties.

Steve Ward/Mariposa County Fire - CAL FIRE reported that his department is up to 70% on compliance for mandatory safety training, and that the remaining 30% are working towards it. He also discussed increased agency training for CAL FIRE. Chief Ward also discussed the building fire inspections, and noted the trainings completed by the fire inspector. Discussion ensued between Supervisors Long, Forsythe and Smallcombe and Chief Ward regarding the business fire inspections, and whether there is any overlap between the County Fire Inspector and the State Fire Marshall,

Steven W. Dahlem/County Counsel - Risk Manager advised that the Safety Committee was reactivated after the Risk Management function transferred to him about a year ago, and that they have now devised a standardized safety plan for every department; purchased Automated External Defibrillators (AED) for every County

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

department, have completed CPR and AED training, and have coordinated updates to evacuation plans. He extended kudos to Rhonda Scherf for her efforts and noted that, for those efforts, the County just received a dividend of $77,000.

F. Public Comment on Non-Agenda Items

Danette Toso/Mariposa County resident spoke about code compliance issues and the problems that accumulations of junk, RVs, trucks, and trailers on neighboring land are creating, noting that every department that she's spoken to brings her back to Code Compliance and expressed her concern for the workload of that person. She also pondered where the waste from these people is going, noting that it could be going into a hole in the ground. She also noted that she has never felt unsafe before but is beginning to now. Supervisor Smallcombe extended thanks to Ms. Toso, noting that she has given voice to many less-confident constituents today. Ms. Toso noted that she is for a smaller government and property rights, but not at the expense of her neighbors. She also discussed her shock at learning the hoops that the County must jump through to take care of these junkyards and other things. Supervisor Menetrey noted another speaker who had the same concerns last week, and suggested Ms. Toso volunteer to sit on the citizen advisory committee when it is formed. He also discussed the negative reaction to the attempted code compliance update last year. Ms. Toso noted that she thinks people get up-in-arms because they don't read things fully, and suggested that if they realized the way things are now, they would be more understanding. Chair Long extended thanks to Ms. Toso for coming forward on this matter.

Marilyn Saunders/Mariposa Community Foundation representative reported that the Community Enrichment Grant Cycle is now open, and advised interested individuals to go to mariposacommunityfoundation.org for more information or to apply.

Mike Healy/Public Works Director advised of an updated to a project, and noted that residents should not be alarmed if they see a slow moving vehicle driving around as it is gathering road information. In response to Supervisor Long's inquiry, Mr. Healy noted that survey work on 5th Street is to determine County property lines for the downtown revitalization project.

G. Regular Agenda Items

1. **HHS/Public Health** **RES-2021-149**

Approve a Memorandum of Understanding with California Government Operations Agency to Allow California Government Operations Agency (Agency) to Allocate and Distribute COVID-19 Vaccines to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the MOU

Eric Sergienko gave the staff report. No public input. Board discussion ensued with County Counsel noting that a second supplemental letter was distributed yesterday, and requesting that the MOU be approved with both supplemental letters.

ACTION:
The Memorandum of Understanding was approved with the two supplemental letters.

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Health and Human Services RES-2021-150**

Approve Assembly Bill (AB) 2083 MOU Between Mariposa County Health and Human Services Agency (HHSA), Mariposa County Probation Department (Probation), the Central Valley Regional Center, Mariposa Court Appointed Special Advocates (CASA), and the Mariposa County Office of Education (MCOE)

Shannon Gadd/Health and Human Services Agency Director gave the staff report, noting an amended Memorandum of Understanding. No public input.

ACTION:
The amended MOU was approved.

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

3. **Fire RES-2021-151**

Approve the Submittal of a Rural Fire Capacity (RFC) Grant Application to the California Department of Forestry and Fire Protection (CAL FIRE) for Up to $20,000 of Additional Funding for Personal Protective Clothing and Equipment; and Authorize the Fire Chief to Submit the Application

Steve Ward gave the staff report. No public input.

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

4. **Public Works RES-2021-152**

Accept Fee Title Ownership of the Roadway Right-Of-Way Within the Borders of the Yosemite West Unit 1 Subdivision with No Change to the Existing Road Maintenance Funding Responsibilities And/Or Funding Processes

Mike Healy gave the staff report. During public comment, Nick Vanlandingham/Jones, Snyder & Associated spoke in support of the item by discussing the terrain in Yosemite West and the difficulties that it poses for building homes and roads, as well as the difficulties encountered with a lot line adjustment that took three or four years to accomplish.

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

In response to an inquiry from Supervisor Smallcombe, Steven W. Dahlem/County Counsel noted that the original two vicinity maps were not intended to depict the roads being transferred but, instead, were in the legal description attached to the quitclaim deed; and affirmed that, from a legal standpoint, the legal description of the deed overrides any ambiguities that might exist with respect to the maps that were included. Mr. Healy noted that the receiver of this land is the County of Mariposa, not the district, and that this action does not change the maintenance or fee structures.

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

5. **Administration/Community Development RES-2021-153**

Approve an Application for a United States Department of Agriculture (USDA) Rural Business Enterprise Grant in the Amount of $40,000 to Fund a Countywide Comprehensive Market Study; and Authorize the County Administrative Officer to Sign the Grant Application

Chair Long advised that a revised resolution had been supplied. Dallin Kimble/County Administrative Officer introduced Tara Schiff/Economic Development Specialist who gave a PowerPoint presentation. During public comment, the item was urged by Marilyn Saunders/Economic Development Corporation President, who noted that her board has committed their time to partner on this grant.

ACTION:
Approve the action with the revised resolution corrected to note that the In-Kind contribution is $30,000, while the paid portion is $40,000.

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

H. Items removed from Consent Agenda

CA13. **HHS/Behavioral Health & Recovery Services RES-2021-163**

Approve an Amendment to the Three Year Agreement with TeleQuality Communications, Inc., Including Required Cost Information in the Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: **WITHDRAWN AND RESCHEDULED** **Next: 4/6/2021 9:00 AM**

CA16. **Public Works (ID # 11346)**

Approve the First Amendment with Provost & Pritchard for Engineering Services to Increase Compensation by $12,000 for a New Amount Not to

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Exceed $52,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN

Recess

10:41 AM Chair Long recessed the meeting for a brief recess and reconvened at 10:46 AM.

I. Board Information

Information Received.

Recess

11:17 AM Chair Long recessed the meeting for lunch.

J. 2:00 PM Reconvene

1. **Planning RES-2021-154**

PUBLIC HEARING: Consider Public Comments and Adopt a Resolution Accepting the 2020 General Plan Annual Report, Directing that the 2020 Annual Report be Filed with the State Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD), and Establishing the 2021 Schedule of General Plan Amendments. Action Includes a Finding that the Actions Are Exempt from Environmental Review.

Sarah Williams/Planning Director introduced Alvaro Arias/Deputy Planning Director who gave a PowerPoint presentation. During public comment, Wendy Brown advised that she does not want to see too much high density housing in Mariposa, and offered that there is probably space closer to the Park for those employees. Board discussion ensued.

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

2. **Planning RES-2021-155**

Adopt a Resolution Approving the Recreation and Resiliency Master Plan, Finding the Project is Exempt from CEQA, and Authorizing County Departments and Agencies to Pursue Implementing Its Recommendations

Sarah Williams introduced Mikey Goralnik who narrated a PowerPoint presentation.

Public comment opened. Bill King/Mariposa Trails Executive Director and President discussed his organization; discussed the importance of partnerships; noted that a lot of trails are on private property; advised that he does not see private

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

property as a barrier; and suggested that incentives could be offered. Wendy Brown discussed the need for equestrian trails as well as trailheads where people can park their trailers and rigs; suggested that the road from Chowchilla would be good for that but the gate is now locked; discussed the need for camps; and discussed Merced River Trail Community Working Group speakers. Karen Glendenning suggested that representatives from the State Forest should have been part of the steering committee; noted a blue box around Fish Camp on packet page 81 and advised that this is a fire prevention zone; and advised that they have trails and trail heads for people going to Goat Meadow. Public comment closed.

Mikey Goralnik responded to public comments. Board discussion ensued with Supervisor Long noting two clerical errors and Supervisor Menetrey questioning the Measure M language.

ACTION:
The Recreation and Resiliency Master Plan was adopted with correction of the Hornitos median income, the spelling of Catheys Valley, and a substitution of Measure M language to include the actual ballot text.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

K. Adjournment

4:13 PM Chair Long adjourned in memory of Leslie Jordan, and Helen Kwalwasser.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Mar 23, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in March of 2021.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board last received a synopsis of CAO Executed Agreements in February of 2021 for Agreements received in January 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 4-20-21 (PDF)

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for April 20, 2021

Contractor	Amount	Term	Service	Department
Tuolumne County Health Services	$50,000.00	3-1-20 to 2-28-21	Interim Health Officer and Staff	HHSA
Cole Communications, Inc.	$14,000.00	7-1-21 to 6-30-22	Tobacco Prevention & Education	HHSA
Homebase/The Center for Common Concerns, Inc.	$15,000 for a total of $50,000	7-1-20 to 6-30-21	Amendment 1 Support County Implementing Strategic Plan to address homelessness	HHSA
Sally Gill	$13,200.00	4-1-21 to 3-31-22	Lease Agreement for 5284 Hwy 49 N.	Probation
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: CAO approved agreements 4-20-21 (2021-44 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

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

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2021.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board last received a synopsis of Department Head Executed Agreements in March of 2021 for Agreements received in February 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department Head approved agreements 4-20-21 (PDF)

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

BOARD REPORT ON DPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for April 20, 2021

Contractor	Amount	Term	Service	Department
Socorro E. Saavedra, LCSW	**$10,000**	7-1-21 to 6-30-22	Clinical Supervision & Mental Health Counseling	HHSA
Clarity Social Research Group	$10,000	7-1-21 to 6-30-22	Program Evaluations, Data Collection & Analysis	HHSA
William Sewis	$4,800	10-10-21 to 10-10-22	Advertising	HHSA
Advanced IPM	$9,500	3-16-20 to 12-31-21	Pest Control Services	PW
APCO	$1,190	4-1-21 to 4-1-22	License Management Agreement	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 4-20-21 (2021-45 : Department Head Signed

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-204

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA)

RECOMMENDATION AND JUSTIFICATION:
Approve a subcontractor agreement with the Amador Tuolumne Community Action Agency (ATCAA) to perform scope of work related to Emergency Solutions Grant (ESG); and authorize the Board of Supervisors Chair to sign the agreement.

Mariposa County has a prior history with ATCAA, joining Amador, Calaveras, and Tuolumne counties in the Central Sierra Continuum of Care (CoC) to apply for housing and homeless-related funding and participate in, and provide services for various homeless programs. For the ESG program, funds are provided through a one-time block grant that must be used to address immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness through a variety of services.

Funds related to the ESG program are administered by the California Department of Housing Development. ATCAA is a recognized Administrative Entity for ESG, and as a member county, Mariposa will participate in a subcontractor agreement in the amount of $300,000. The Health and Human Services Agency will use funding in the following areas: $150,000 for emergency shelter, $50,000 for street outreach, and $100,000 for rapid rehousing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved an agreement with ATCAA for Homeless Emergency Aid Program (HEAP) on May 7. 2019 through Resolution No. 2019-235.

Board of Supervisors approved an agreement with ATCAA for California Emergency Solutions and Housing (CESH) program on November 17, 2020 through Resolution No. 2020-672.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa County will not be able to participate in this program that would provide $300,000 in immediate emergency housing

assistance services for the county homeless population.

FINANCIAL IMPACT:
This agreement will provide revenue for the County to perform the proposed services. There is no impact to the County General Fund.

ATTACHMENTS:
ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (PDF)

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

Amador Tuolumne Community Action Agency
SUBCONTRACTOR AGREEMENT
Emergency Solutions Grant CV Round 1 and 2
Dept. of Housing and Community Development CA

Agreement Number
ESG-CV 2021:

This Agreement is entered into between the Amador Tuolumne Community Action Agency (ATCAA), and the subcontractor named below:

County of Mariposa

The term of this agreement is: 1-1-2021 through 7/30/2022

The maximum amount of this Agreement is: $300,000.00

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

Exhibit A:	Authority, Purpose and Scope of Work	Page 3
Exhibit B:	Budget Detail and Payment Provisions	Page 5
Exhibit C:	Scope of Work Detail	Page 9
Exhibit D:	ESG Program Terms and Conditions	Page 11
Exhibit E:	Special Conditions	Page 25
Exhibit F:	Subcontractors Request for Funding Template	Page 26

TOTAL NUMBER OF PAGES ATTACHED: **26 Pages**

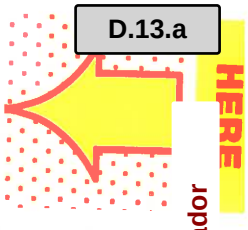
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Subcontractor's Name: County of Mariposa

Marshall Long, Chair
Board of Supervisors — Date Signed

Attest: Rene LaRoche,
Clerk of the Board — Date Signed

APPROVED AS TO LEGAL FORM:
Steven W. Dahlem
Mariposa County Counsel — Date Signed

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador



AMADOR TUOLUMME COMMUNITY ACTION AGENCY

Joseph Bors
By (Authorized Signature)

3/30/2021
Date Signed

Joseph Bors, Executive Director
Printed Name and Title of Person Signing

10590 Hwy 88, Jackson, CA. 95642
Address

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

SUBCONTRACTOR AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work
Emergency Solutions Grant – CV 2021

1. Authority and Purpose

Pursuant to provisions of 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CRF Part 576, (Federal Regulations), 25 California Code of Regulations (CCR), Section 8400 et seq. (State Regulations) all as shall be amended from time to time. ATCAA receives state funds for ESG from the California Department of Housing Development. In accepting these ESG-CV 2021 funds, Sub-Contractor agrees to comply with the terms and conditions of this Agreement.

Subcontractor Agreement along with all its exhibits ("Agreement") is entered into by Mariposa County Health and Human Services under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Subcontractor agrees to comply with the terms and conditions of the Agreement.

2. Scope of Work

A. Subcontractor shall perform the Scope of Work (Work) required by 25 CCR Section 8403 and as described herein. Subcontractor shall be responsible for ensuring its Work set forth in Exhibit B, Paragraph 1, of this Agreement. All written materials or alterations to the Work submitted as addenda to the original Agreement are hereby incorporated as part of this Agreement. ATCAA reserves the right to require the Subcontractor to modify any or all parts of the Agreement in order to comply with ESG-CV requirements. ATCAA reserves the right to review and approve all Work to be performed by Subcontractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing, for review and approval by ATCAA, and may require contract amendment. Any approval shall not be presumed unless such approval is made by ATCAA in writing.

B. Subcontractor shall perform the Work, only in the areas as identified, and in accordance to the approved ESG requirements by 25 CCR Section 8403. According to the Federal ESG requirements, Subcontractor's service area is identified in this Agreement.

3. Contract Amount of Agreement

Grant Award Amount: $300,000.00

4. Terms of Agreement and Deadlines

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

A. This Agreement is effective upon approval by ATCAA, which is the date executed by all parties (such date, the "Effective Date).

B. This Agreement will expire on: 7/30/2022

C. All Program funds shall be expended by: 7/30/2022

D. All Final Funds Requests shall be submitted to ATCAA within 60 days after the expenditure deadline.

E. Reimbursements will be made up until 9/30/2022.

5. Agency Contract Coordinator

The ATCAA's Contract Coordinator for this Agreement is the ATCAA Housing Program, Central Sierra Continuum of Care, CA-526 or designee. Unless otherwise instructed, any notice, report or other communication requiring Subcontractor signature for this Agreement shall be mailed by first class mail to the ATCAA Housing Director at the following address:

Denise Cloward, ATCAA Housing Director
C/O Fiscal Department
Tuolumne, Amador, Calaveras, Mariposa Counties Continuum of Care
10590 Hwy 88
Jackson, CA. 95642
dcloward@atcaa.org

6. Subcontractor's Contract Coordinator

The Subcontractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subcontractor's Contract Coordinator at the following address:

Subcontractor's Authorized Representative Name:Title	Bruce Giudici Fiscal Officer
Address:	10590 Highway 88 Jackson CA 95642
Phone:	209-223-1485 X 258
Email:	bgiudici@atcaa.org

Subcontractor's Initials_____

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

SUBCONTRACTOR AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions
Emergency Solutions Grant - CV 2021

1. Budget and Description of Work

ESG funds shall be used for the following activities, as described under the federal ESG regulations at 24 CRF Part 576, Subpart B and **24 CRF 576.102**—Program Components and Eligible Activities:

Emergency Shelter	(Round 1)	$150,000.00
Street Outreach		$50,000.00
Rapid-Rehousing		$100,000.00
Total Grant Award Amount:		**$300,000.00**

Total Grant Award Amount:	**$300,000.00**
Direct Program Costs	**$272,728.00**
Indirect Costs (not to exceed 10%)	**$27,272.00**

(See Exhibit C for additional budget information and Exhibit F for RFF)

(See Exhibit D for Detailed Scope of Work)

2. General Conditions Prior to Disbursement

General Requirements – All Subcontractors must submit the following forms prior to ESG-CV 2021 funds being released:

A. Request for Funds Form (RFF)
B. Two original copies of the signed Subcontractor Agreement and initialed Exhibits A through E, and
C. Any other documents, certifications, or evidence requested by ATCAA as part of the ESG-CV 2021 regulations.

3. Method of Payment

Payments to Subcontractor shall be made on a reimbursement basis with the exception that a Subcontractor may request an operating advance of 25% of contract or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by ATCAA within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Subcontractor must submit, on forms provided by ATCAA. The Subcontractor shall submit all RFFs to ATCAA as referenced in Exhibit A, section 5, or any other address of

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

which the Subcontractor has been notified in writing. ATCAA shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Subcontractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by ATCAA. Reimbursements will not be made after this Agreement expires.

All quarterly requests for disbursement shall include a detailed expenditure report. After the first request, ATCAA may rely on the Subcontractor's certification that expenditures claimed in a request for disbursement are eligible and necessary, provided that the Subcontractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Subcontractor for three (3) years after ATCAA closed its ESG-CV grant. NOTE: Record retention is based on ATCAA's closing date; NOT three (3) years from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Subcontractor must contact ATCAA for specific record retention date for this Agreement.

Subcontractor shall not receive an advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement until all requirements are met. Environmental review compliance shall include compliance with 24 C.R.F. Part 50. Subcontractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, section 4.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget without prior written approval from ATCAA. Any changes to this Agreement must be made in writing and approved by both ATCAA and Subcontractor. The proposed change/s must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8408 and 8409.

Subcontractor agrees to notify ATCAA in writing of any line item changes to the budget needed for ATCAA to update the disbursement process. For line item changes representing more than twenty-five (25) percent of the overall project budget, a contract amendment is required.

5. Ineligible Costs

A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities referenced as ineligible in 25 CCR 8408. ATCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If Subcontractor uses ESG funds for the costs of ineligible activities,

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

B. Subcontractor shall be required to reimburse these funds to ATCAA and shall be prohibited from applying to ATCAA for subsequent ESG funds until ATCAA is fully reimbursed.

C. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to ATCAA. Expenditures for Work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such Work is approved in writing by ATCAA prior to the commencement of such Work.

D. ATCAA, at its sole reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. Indirect Costs

Subcontractor may seek reimbursement for indirect costs, but must:

A. Comply with all OMB requirements and standards including 2 CRF 200.403, 200.415, and Part 200 Appendix 4;

B. Certify that any reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CRF 200.414; and,

C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CRF 200.68 calculations, indirect cost limits and supporting documentation for actual direct cost of billing.

ESG funds awarded to Subcontractor shall be used for the eligible activities set forth in Exhibit B as permitted under the federal ESG regulations at 24 CRF Part 576.

1. The following additional limitations or requirements shall apply:

A. A maximum of ten (10) percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities **N/A**

B. ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 CRF 576.102. Minor repairs to and ESG-funded Emergency Shelter that do not quality as Renovation, Conversion or Major Rehabilitation are an eligible use of ESG funds.

C. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all the following is provided to ATCAA prior to the award of funds for these activities

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

2) Evidence that there is existing funding in the Continuum of Care Services Area for programs that address the needs of the excluded populations for these activities

D. As set forth in the State of California Department of Housing Development 2019 Annual Action Plan to HUD:

1) Homelessness prevention activities are limited to ten (ten) percent of a funded project; and, N/A

2) An emergency shelter or rapid rehousing project may also contain up to ten (10) percent in homeless prevention or street outreach activities. N/A

Subcontractor's Initials_____

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

SUBCONTRACTOR AGREEMENT
EXHIBIT C
Emergency Solutions Grant – CV 2021
Scope of Work Detail

ESG Scope of Work Detail for Subcontractor includes Work mentioned Exhibit A, Section 2 and Exhibit B, Section 1 – and additional Work requirements as required by the Central Sierra Continuum of Care (CSCoC) include:

A. Utilize the CSCoC Coordinated Entry System to arrange, coordinate, monitor and deliver services related to meeting the housing needs of program participants;

B. Provide housing relocation and stabilization services to participants in the PROGRAM Rapid Rehousing (RR);

C. Participate fully in the CSCoC HMIS-CES to impute all data on clients served.

D. Keep on going records and files that calculates rental housing assistance needs including monthly rent, security deposits, utility deposits, rent in arrears, and utilities in arrears;

E. Execute a paper-based intake with each household, completing all forms and obtaining all required documentation of income and housing status outlined in the PROGRAM RR packet including habitability inspection and lead base paint inspections;

F. Maintain a Lead Based Paint Certificate at all times;

G. Document and confirm household's income and housing status, and the legitimacy of the landlord-tenant relationship through verification with the county assessor's parcel number;

H. Describe in Case Progress Notes a path from current housing instability to permanent housing stability during the course of assistance (Housing Plan);

I. Provide housing search ad placement to assist households in locating and securing appropriate-sized, habitable and affordable rental housing. Additional components may include finding permanent subsidy for participants;

J. Coordinate with ATCAA housing staff to offer their $mart Money classes for financial literacy, credit repair, tenant counseling, landlord-tenant mediation and legal referrals for court proceedings related to housing issues;

K. Provide training to staff to collect data on all PROGRAM Rapid Re Housing, Emergency Shelter, Street Outreach participant household members as required for entry into the HMIS;

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

L. Provide weekly or monthly progress reports on enrolled clients through the Coordinated Entry CES- Housing Determination Committee (Monday calls);

M. Participate in PROGRAM RR/ESG Task Force meetings; and participate in sub committees regarding rental assistance programs through the CSCoC;

N. By the 15th of each month, data for each household and all program participants shall be entered into the HMIS operated by ATCAA or comparable database

Subcontractor's Initials_____

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

SUBCONTRACTOR AGREEMENT
EXHIBIT D
Emergency Solutions Grant – CV 2021
ESG Program Terms and Conditions

It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

1. **Sufficiency of Funds and Termination**

   A. ATCAA may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subcontractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach on contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of ATCAA's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by ATCAA, any unexpended funds received by the Subcontractor shall be returned to ATCAA within thirty days of the Notice of Termination.

   B. This Agreement is valid and enforceable only if sufficient funds are made available to ATCAA by the State of California Department of Housing Development and legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. **Compliance with Agreement**

   The Subcontractor shall not enter into any Agreement, written or oral, without the prior determination by ATCAA of the Subcontractor's eligibility. The Agreement between ATCAA and Subcontractor shall require the Subcontractor to:

   A. Perform the Work in accordance with Federal, State and local housing and building codes, as applicable;

   B. In addition to the requirements of this Exhibit, all Subcontractors must comply with the provisions of the California Labor Code, as applicable;

   C. Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 11;

   D. Maintain at least a minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it;

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

E. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by ATCAA, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subcontractor in performing the Work or any part of it;

3. **Reporting/Audits**

The Subcontractor shall submit Quarterly reports, first quarterly report due April 25, 2021 and quarterly thereafter and an annual report to ATCAA on forms provided by ATCAA, by January 31, 2022 and July 30, 2022. If the Subcontractor fails to provide such documentation, ATCAA may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Subcontractor shall also submit a final report by 7/30/2022. All information and data entries on all programs must be entered by these dates to ensure Administrative Entity can upload projects into Sage as mandated by State. Quarterly expenditures must also be submitted on **Detailed Expenditure Report** Forms, and must match Request for Funds.

A. The Quarterly reports and annual reports shall contain a detailed report containing the following:

1) Amount of award with activity(ies).
2) Contract expenditures.
3) Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
4) Number of instances of service
5) Increases in capacity for new and existing programs.
6) The number of unsheltered homeless persons becoming sheltered.
7) The number of homeless persons entering permanent housing.

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Subcontractor chooses to include them.

B. The Subcontractor will also be asked to comment on the following:

1) Progress made toward local homelessness goals.
2) The alignment between ESG-CV funding programs and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3) Any other effects from ESG-CV funding that the CSCoC would like to share (optional)

C. ATCAA reserves the right to perform or cause to be performed a financial audit. At ATCAA request, the Subcontractor shall provide, at its own expense, a financial audit

Attachment: ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (RES-2021-204 : Approve Subcontractor Agreement with the Amador

Prepared by a certified public accountant. ESG-CV administrative funds may be used to fund this expense.

1) If a financial audit is required by ATCAA, the audit shall be performed by an independent certified public accountant.

2) The Subcontractor shall notify ATCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by ATCAA to the independent auditor's working papers.

3) The Subcontractor is responsible for the completion of audits and all costs of preparing audits.

4) If there are audit findings, the Subcontractor must submit a detailed response acceptable to ATCAA for each audit finding within 90 days from the date of the audit finding.

4. Core Practices

A. All ESG-funded activities shall operate in a manner consistent with the requirements of 25 CCR 8409, including but not limited to use of homelessness coordinated entry system, housing first practices, and progressive engagement practices.

B. Subcontractor shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

C. Subcontractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

D. The Subcontractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

E. If ESG funds are used for shelter operations or essential services related to the street outreach or emergency shelter, the Subcontractor will ensure they will provide services or shelter to homeless individuals and families are for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as they serve the same type of persons (e.g., families with children,

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unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

F. The Subcontractor will ensure they will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local and private assistance available for such individuals.

G. To the maximum extents practical, the Subcontractor will involve through employment, volunteer services, or otherwise; homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under ESG program and in providing services for occupants of facilities assisted by ESG.

5. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CRF 578-403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CRF part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CRF part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

If rapid rehousing or homeless prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CRF 576.403 (c).

E-CV (Round 2) funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property, temporary structures, or other means) to prevent, prepare for and respond to coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV (Round 2) funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.

6. Inspections

A. ATCAA reserves the right to inspect any Work performed hereunder to ensure that the Work is being, and has been, performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. ATCAA and Subcontractor agree that all Work that is determined based on such inspections not to conform to the applicable requirements must be corrected and ATCAA will withhold payments to the Subcontractor until it is corrected.

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7. Monitoring Grant Activities

A. ATCAA shall monitor the activities selected and awarded to Subcontractor to ensure compliance with Federal and ESG requirements. An onsite monitoring visit of Subcontractor projects shall occur whenever determined necessary by ATCAA, but at least once during the grant period.

B. ATCAA will monitor the performance of Subcontractor based on a risk assessment and according to the term of this Agreement.

C. ATCAA will monitor the performance of Subcontractor based on the performance measures used by HUD and ESG or the CSCoC program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas, ATCAA will work collaboratively with the Subcontractor to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.

D. If it is determined that Subcontractor falsified any certification, application, information, financial, or contract report, Subcontractor shall be required to reimburse the full amount of the ESG award to ATCAA, and may be prohibited from any further participation in the ESG program. ATCAA may also impose any other actions permitted under 24 CFR 576.501 (c).

8. Compliance with Federal and State Laws and Regulations

A. Subcontractor shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.

B. Subcontractor agrees to comply with all federal laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. Subcontractor agrees to comply with all federal and state laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Subcontractor and the Work. This includes but is not limited to complying with all relevant sections of 2 CFR Part 200.

9. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Subcontractor's purchase of goods or services, Subcontractor shall comply with the Procurement Standards contained in 2 CFR 200. Subcontractor, when procuring goods with ESG funds, must provide ATCAA with evidence of compliance with these requirements, as applicable.

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10. **Procurement of Recovered Materials**

Subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Equal Opportunity Requirements and Responsibilities**

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

B. **Title VII of the Civil Right Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

F. **The Housing for Older Person Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living

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in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.

G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodations, be afforded equal employment opportunity in all phases of employment.

J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probably cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state and local governments under the Civic Rights Act of 1964.

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M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U. S., i.e., citizens and nationals of the U. S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

O. **The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002:** This act was passed to ensure equal employment opportunity for qualified disabled veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

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

The Subcontractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing 24 CFR, Part 135. The responsibilities of the Subcontractor are outlined in 24 CFR Part 135.32 as follows:

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

B. Document actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

13. **Affirmative Outreach**

A. Subcontractor must make known that the use of facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Subcontractor intends to use to make know the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age,

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national origin, familial status, or disability, who may qualify for those facilities, assistance, and services, the Subcontractor must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

B. Subcontractor must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title Vi and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

14. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Subcontractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Subcontractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Subcontractor shall supply all available, relevant information necessary for ATCAA to perform for each property any environmental review as required under 24 CFR Part 50. The Subcontractor shall also carry out mitigating measures required by ATCAA or select an alternate eligible property.

15. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

16. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

17. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013 (VAWA) (S,47 – 13th Congress (2013-2014)) (as amended or reauthorized) Title VI – Safe Home for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603.

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VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking regardless of sex, gender identity or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Subcontractor assures that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

B. It will implement an 'emergency transfer plan', with allows the domestic violence survivors to move to another safe and available unit if they fear for their life and safety.

C. It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

D. It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

18. Liability Insurance

Unless otherwise approved in writing Subcontractor shall have a minimum in full force and effect during the terms of this Agreement liability insurance in an amount of not less than $1,000,000 per occurrence with ATCAA names as an additional insured. Prior to draw down of funds, Subcontractor shall provide a valid certificate of insurance to ATCAA for review and approval.

19. Breach and Remedies

A. The following shall each constitute a breach of this Agreement:

1. Subcontractor's failure to comply with the terms or conditions of this Agreement.

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2. Use of or permitting the use of, ESG funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to ATCAA in law or equity for breach of this Agreement, ATCAA may:
1. Bar the Subcontractor from applying for future EGS funds;
2. Revoke any other existing ESG award(s) to the Subcontractor;
3. Require the return of any unexpected ESG funds disbursed under this Agreement;
4. Require repayment of ESG funds disburse and expended under this Agreement;
5. Require the immediate return to ATCAA of all funds derived from the use of EGS funds including, but not limited to, recapture funds and returned funds;
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with ESG requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.

C. All remedies available to ATCAA are cumulative and not exclusive.

D. ATCAA may give written notice to the Subcontractor to cure the breach or violation within a period of not less than 15 days.

20. Faith-Based Activities

Pursuant to Section 8406 (b) (2) of the State regulations, Subcontractor shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Subcontractor shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

21. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subcontractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section (8355(a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;

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2. Subcontractor's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs; and
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
   1. Will receive a copy of Subcontractor's drug-free policy statement, and
   2. Will agree to abide by terms of Subcontractor's condition of employment or subcontract.

22. Child Support Compliance Act

For any Contract in excess of $100,000, the Subcontractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

23. Interest of Members, Officers or Employees of Subcontractor, Members of Local Governing Body

Pursuant to 24 CFR 675.404, in addition to the conflict-of-interest requirements in OMB Circulars A-102 and A-110, no person:

A. Who is an employee, agent, consultant, officer or elected as appointed official of the Subcontractor (or of any designated public agency); and

B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

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24. Anti-Lobbying Certification

The Subcontractor shall certify and disclose accordingly regarding anti-lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

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

B. In any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

25. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of ATCAA to enforce the provisions of this Agreement or required performance by the Subcontractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of ATCAA to enforce these provisions.

26. Limitations

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

B. Subcontractor shall notify ATCAA immediately of any claim or action undertaking by or against it, which affects or may affect this Agreement of ATCAA and shall take such action with respect to the claim or action as is considered with the terms of this Agreement and the interests of ATCAA

27. Sanctions

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ATCAA may impose sanctions, as well as any other remedies available to it under law, on the Subcontractor, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws or regulations;

B. Directing Subcontractor to stop incurring costs under the current grant;

C. Requiring that some or the entire grant amount is remitted to ATCAA;

D. Reducing or disencumbering some or all of the amount of funds Subcontractor would otherwise be entitled to receive;

E. Electing not to award future grant funds to Subcontractor, unless and until appropriate actions are taken by Subcontractor to ensure compliance; and/or,

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

28. Duplication of Benefits A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV (Round 2) activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary. Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV (Round 2) funds.

Subcontractor's Initials_____

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Emergency Solutions Grant – CV 2021
Special Conditions
EXHIBIT E

These Special Conditions are specific to this Standard Agreement.

1. HMIS Project set up forms must be submitted to CA-526 HMIS Manager before delivery of any services.
2. Complete training with Administrative Entity on Detailed Expenditure Reports and HMIS reporting timelines required.

Subcontractor's Initials_____

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SUBCONTRACTOR AGREEMENT
EXHIBIT F

Amador Tuolumne Community Action Agency
ATCAA
10590 Highway 88, Jackson, CA 95642
209-223-1485

EMERGENCY SOLUTIONS GRANT CV 2021
Subcontractor Request for Funds Form (RFF)

Contract Number:	**Contact Person:**
Invoice Number:	**Title:**
Subcontractor:	**E-Mail:**
Expiration Date:	**Phone Number:**

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN Proposed	Approved	REQUEST Draw Amount
EMERGENCY SHELTER		
Essential Services		
Shelter Operations		
Vouchers, Room Key		
Temp Vouchers		
HOMELESS PREVENTION		
Housing Relocation & Stabilization Services		
Financial Assistance		
Short/Medium Term Rental		
RAPID RE-HOUSING		
Housing Relocation & Stabilization Services		
Financial Assistance		
Short/Medium Term Rental		
STREET OUTREACH		
Essential Services		
HMIS		
Staffing, Hardware, Equipment & Software Costs, Training and Overhead		
ADMINISTRATIVE COSTS		
TOTAL		

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subcontractor Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Name of Authorized Person : **Date:**

Signature of Authorized Person: **Date:**

ATCAA Use Only

ATCAA Authorizing Approval Signature: **Date:**

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MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-205

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Brookes Publishing Co., Inc Business Associate Agreement (BAA)

RECOMMENDATION AND JUSTIFICATION:
Approve a Health Insurance Portability and Accountability Act (HIPAA), Business Associate Agreement (BAA) with Brookes Publishing Co., Inc. to govern the exchange of Protected Health Information (PHI) in connection with a Services Agreement with the County of Mariposa Health and Human Services; and authorize the Board of Supervisors Chair to sign the Agreement.

Brookes is a publisher of practical, research-based resources that support children's healthy development and boost the learning and success of all people, with and without disabilities.. To ensure the confidentiality of client information, Brookes requires a separate BAA with each service agreement partner.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County does not have a current agreement with Brookes Publishing Co., Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the Agency will not be able to communicate about clients and services with Brookes Publishing.

FINANCIAL IMPACT:
There is no cost to this Business Associate Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
BAA Brookes Publishingv2 - April 8 2021 (PDF)

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

REF ID# 11607

Attachment: BAA Brookes Publishingv2 - April 8 2021 (RES-2021-205 : Brookes Publishing Co., Inc Business Associate Agreement (BAA))

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective _____**,** 202_ (the “Effective Date”), by and between Paul H. **Brookes Publishing Co., Inc.** ("Business Associate") and **the County of Mariposa** (the "Covered Entity") located in the State of California.

Business Associate and Covered Entity have a business relationship (the “Relationship” or the “Agreement”) in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean ***Brookes Publishing Co.***

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***the County of Mariposa***

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Attachment: BAA Brookes Publishingv2 - April 8 2021 (RES-2021-205 : Brookes Publishing Co., Inc Business Associate Agreement (BAA))

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use, and document the implementation of, appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) Report to Covered Entity as soon as practicable within two (2) business days of Business Associate becoming aware of any use or disclosure of protected health information not provided for by the Agreement. Business Associate shall also report to Covered Entity within the same time-frame any breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within five (5) business days of a request by the Covered Entity, make available protected health information in a designated record set as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. In the event an individual delivers directly to the Business Associate a request for access to protected health information, the Business Associate shall within two (2) business days forward such request to the Covered Entity;

(f) Within five (5) business days of request of a Covered Entity, make amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. This includes, but is not limited to, the Business Associate providing such information to the Covered Entity for amendment and incorporation of any such amendment(s) in the protected health information. In the event an individual delivers directly to the Business Associate a request for amendment(s) to protected health information, the Business Associate shall within two (2) business days forward such request to the Covered Entity;

(g) Maintain a record of all disclosures of protected health information and information related to such disclosures, including the name of the recipient and the date of disclosure. If known, the records shall also include, the address of the recipient of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure which includes an explanation of the basis of such disclosure;

Attachment: BAA Brookes Publishingv2 - April 8 2021 (RES-2021-205 : Brookes Publishing Co., Inc Business Associate Agreement (BAA))

(h) Make available to the Covered Entity the information required to provide an accounting of disclosures within five (5) business days of notice by the Covered Entity to the Business Associate. The information provided by the Business Associate should be that which is necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.528. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall within two (2) business days forward the request to the Covered Entity;

(i) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

(j) Make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary for purposes of determining compliance with the HIPAA Rules. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed; and

(k) Undergo annual HIPAA training offered by Covered Entity to verify understanding and ensure compliance of respective rules and regulations.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information:
1. To carry out its duties to the Covered Entity pursuant to the terms of the Relationship;
2. For its own proper management and administration; and
3. To carry out its legal responsibilities.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to limit uses and disclosures and requests for protected health information to the minimum amount necessary to accomplish the purpose of the request, use, or disclosure, and consistent with the Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. Additionally, Business Associate must obtain an agreement from the receiving party to immediately notify the Business Associate of

any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate within five (5) business days of notice of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity shall notify Business Associate within five (5) business days of notice of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity shall notify Business Associate within five (5) business days of notice of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the exceptions set out at paragraph (d) above under "Permitted Uses and Disclosures By Business Associate".

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of February 1, 2021 and shall terminate at the time Business Associate ceases to provide evaluation services for Covered Entity or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement. At the Covered Entity's option, the Covered Entity may permit the Business Associate to cure or end any such violation within the time specified by the Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Attachment: BAA Brookes Publishingv2 - April 8 2021 (RES-2021-205 : Brookes Publishing Co., Inc Business Associate Agreement (BAA))

(i). Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, at the Covered Entity's discretion and direction, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to protected health information that is in the possession of the Business Associate or agents of the Business Associate. Business Associate shall retain no copies of the protected health information.

(ii). Upon termination of this Agreement for any reason, Business Associate may retain certain protected health information for its own management and administration or to carry out its legal responsibilities at the discretion of the Covered Entity. With respect to such protected health information necessary for Business Associate's own management and administration or to carry out its legal responsibilities which was received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity, or if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (d) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

Attachment: BAA Brookes Publishingv2 - April 8 2021 (RES-2021-205 : Brookes Publishing Co., Inc Business Associate Agreement (BAA))

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of protected health information while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

(e) Indemnification. Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.

(f) Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of this Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of protected health information.

(g) Owner of Protected Health Information. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any protected health information used or disclosed by or to Business Associate by Covered Entity.

(h) Third Party Rights. The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

(i) Independent Contractor Status. For the purposes of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Paul H. Brookes Publishing Co., Inc.	***County of Mariposa***
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment: BAA Brookes Publishingv2 - April 8 2021 (RES-2021-205 : Brookes Publishing Co., Inc Business Associate Agreement (BAA))

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-206

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with the California Board of State and Community Corrections

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RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with the California Board of State and Community Corrections to provide funding for The Coronavirus Emergency Supplemental Funding (CESF) grant program in the amount not to exceed $34,916; and authorize the Health and Human Services Agency (HHSA) Director to sign the agreement.

The Coronavirus Emergency Supplemental Funding (CESF) program is administered by the U.S. Department of Justice, Bureau of Justice Assistance. CESF provides federal funding to states, local governments and tribes to prevent, prepare for and respond to the coronavirus. This CESF program will target the Corona Virus and vaccine related needs of those in custody and those re-entering the community. CESF uses include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and for addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

The County of Mariposa will pass through the $34,916 funding to the Alliance for Community Transformations (Alliance) to operate the program. Alliance is a multiservice nonprofit based in Mariposa. The Alliance operates five programs in Mariposa: Connections Emergency Shelter (homeless shelter), Mariposa Heritage House (substance use disorder supports and drop in center), Mountain Crisis Services (domestic violence and sexual assault services), Court Appoint Special Advocates (services to foster youth), and Ethos Youth Center (drop in center for youth). The funding under CESF will address needs that have been identified through these programs in consultation with program participants and available data.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved a prior agreement with the California Board of State and Community Corrections on March 12, 2019 through Resolution No. 2019-123.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa County Board of Supervisors could decide not to accept the agreement, resulting in the forfeiture of the grant funding for these services.

FINANCIAL IMPACT:
New funds are available through the Coronavirus Emergency Supplemental Funding Grant Program to provide these services. There will be no impact on the County General Fund.

ATTACHMENTS:
2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (PDF)

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

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC11020

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable
BSCC 110-20	BSCC-5227

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

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
COUNTY OF MARIPOSA

2. The term of this Agreement is:

START DATE
MARCH 31, 2021

THROUGH END DATE
JANUARY 31, 2022

3. The maximum amount of this Agreement is:

$34,916.04

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions (04/2017)	3
Exhibit D	Special Terms and Conditions	3
Exhibit E	Coronavirus Emergency Supplemental Funding (CESF) Federal Conditions	13
Attachment 1	2020 CESF Request for Applications (Proposal Instructions Packet & Application Package)	*
Attachment 2	2020 CESF Grant Application for Funding	23
Attachment 3	2020 CESF Federal Program Solicitation	*
Appendix C	Criteria for Non-Governmental Organizations Receiving CESF	2

**Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: http://www.bscc.ca.gov/s_cesf/ and 2020 BJA CESF Program Solicitation.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF MARIPOSA

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Shannon Gadd	Director
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
RICARDO GOODRIDGE	Deputy Director
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM (CESF)

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and County of Mariposa hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Coronavirus Emergency Supplemental Funding (CESF) program is administered by the U.S. Department of Justice, Bureau of Justice Assistance. CESF provides federal funding to states, local governments and tribes to prevent, prepare for and respond to the coronavirus. CESF uses include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and for addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

B. Grantee agrees to administer the project in accordance with Attachment 1: 2020 CESF Request for Applications (incorporated by reference), Attachment 2: 2020 CESF Grant Application for Funding, and Attachment 3: 2020 CESF Program Solicitation.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name:	Shannon Gadd
Title:	Director
Address:	5362 Lemee Lane Mariposa, CA 95338
Phone:	209-966-2000

Designated Financial Officer authorized to receive warrants:

Name:	Randy Ridenhour
Title:	Sr. Administrative Analyst
Phone:	209-742-0922
Email:	rridenhour@mariposacounty.org

Project Director authorized to administer the project:

Name:	Baljit Hundal
Title:	Division Director of Health
Phone:	209-966-2000
Email:	bhundal@mariposacounty.org

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: 2020 CESF Program Solicitation.

5. REPORTING REQUIREMENTS

Grantees are required to submit semi-annual and quarterly progress reports as described below:

A. Grantee will submit semi-annual progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Semi-Annual Progress Report Periods	Due no later than:
1. March 31, 2021 to June 30, 2021	July 15, 2021
2. July 1, 2021 to December 31, 2021	January 15, 2022
3. January 1, 2022 to January 31, 2022	February 15, 2022

B. Grantee will submit quarterly reports in a format prescribed by the BSCC. Pursuant to Section 15011(b)(2)-(3) of Division B of Public Law 116-136:

Not later than 10 days after the end of each calendar quarter, each covered recipient shall submit to the agency [and the Pandemic Accountability Response Committee] a report that contains:

a) the total amount of large covered funds received from the agency;

b) the amount of large covered funds received that were expended or obligated for each project or activity;

c) a detailed list of all projects or activities for which large covered funds were expended or obligated, including—

   i. the name of the project or activity;

   ii. a description of the project or activity; and

   iii. the estimated number of jobs created or retained by the project or activity, where applicable; and

d) detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below $50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The recipient also understands that the information in these reports will be made available to the public.

Reports shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. March 31, 2021 to June 30, 2021	July 10, 2021
2. July 1, 2021 to September 30, 2021	October 10, 2021

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

EXHIBIT A: SCOPE OF WORK

3.	October 1, 2021 to December 31, 2021	January 10, 2022
4.	January 1, 2022 to January 31, 2022	February 10, 2022

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project that contains adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, financial records, and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

Each applicant should consider state and local conflict of interest laws when selecting members of the CESF Local Advisory Committee. Applicants are advised to check with local counsel about potential conflicts.

8. AUDIT

Grantee must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving $750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the $750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

☒ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures,

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

EXHIBIT A: SCOPE OF WORK

Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within the required timeframe of 120 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within the required timeframe of 120 days from the end of the grant period.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee **does not expend $750,000 or more** in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool for Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

EXHIBIT B: BUDGET AND PAYMENT DETAILS

1. STATEMENTS OF EXPENDITURES AND PAYMENT

A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Any interest earned on the account must be reported to the BSCC and may only be used for allowable expenses during the grant period. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:	**Due no later than:**
1. March 31, 2021 to June 30, 2021	August 15, 2021
2. July 1, 2021 to September 30, 2021	November 15, 2021
3. October 1, 2021 to December 31, 2021	February 15, 2022
4. January 1, 2022 to January 31, 2022	March 15, 2022

B. All grant project expenditures must be incurred by the end of the grant project cycle, January 31, 2022, and included on the final statement of expenditures due March 15, 2022. Project costs incurred after January 31, 2022 will not be reimbursed/eligible for contribution.

C. A statement of expenditures is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

D. Any unspent funds remaining at the end of the agreement term, must be returned to the BSCC within 30 days of the end of the grant agreement.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California and the Federal Government on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the most current version of the BSCC

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

EXHIBIT B: BUDGET AND PAYMENT DETAILS

Grant Administration Guide (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during the term of the grant agreement, which can be found under Quick Links here:

http://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.

D. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. PROJECT BUDGET

LINE ITEM	GRANT FUNDS
1. Salaries and Benefits	**$0.00**
2. Services and Supplies	**$0.00**
3. Professional Services or Public Agency Subcontracts	**$0.00**
4. Non-Governmental Organization (NGO) Subcontracts	**$34,916.04**
5. Equipment/Fixed Assets	**$0.00**
6. Other (Travel, Training, etc.)	**$0.00**
7. Indirect Costs	**$0.00**
TOTAL	**$34,916.04**

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 04/2017)

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR***:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 04/2017)

genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 04/2017)

and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT**: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS**: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

    A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 04/2017)

(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 2: 2020 CESF Grant Application for Funding.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances

B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the Federal Award Conditions, which are included in this Grant Agreement as Exhibit E.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with providers for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.

D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the California State Auditor and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of 3 years following the end of the project period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 7. Audit, for federal audit requirements.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) debarred by any federal, state, or local government entities during the period of debarment; or
2) convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the 2020 CESF Request for Applications. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes, but is not limited to:

   1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
   2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2020 CESF Request for Applications, Attachment 2: 2020 CESF Grant Application for Funding, Attachment 3: 2020 CESF Program Solicitation; and
   3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Programs Division Deputy Director a written demand for a final decision regarding the disposition of any

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

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EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

   By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

   Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

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EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

   References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

   On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

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EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award

   1. The recipient (and any subrecipient at any tier) must--

   A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

   B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

   (1) this award requirement for verification of employment eligibility, and

   (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

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C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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10. Requirement to report actual or imminent breach of personally identifiable information (PII)

    The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

    SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

    1. No discrimination, in procurement transactions, against associates of the federal government

    Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open

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competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R.

200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding

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announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

19. Effect of failure to address audit issues

    The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

    The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

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21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

    C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

    C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

    C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

    Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

    The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

    In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

    Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

    The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

    Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

    Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

    No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

    The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

    1. In accepting this award, the recipient--

    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

    b. certifies that, if it learns or is notified that it is or has been requiring its employees or

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contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41

U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ.

    If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

    This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at https://www.ojp.gov/funding/explore/CESF-program-specific-condition, that is incorporated by reference here.

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

    The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which

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derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this

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condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

    If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2

    C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

    No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

    The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document

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that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

    If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non- governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

    Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic- resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.ojp.gov/topics/articles/body-armor-safety-initiative.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

    The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

BSCC CALIFORNIA

Coronavirus Emergency Supplemental Funding (CESF) Program

APPLICATION PACKAGE

Amended Document – See RED Text on Page 2

Eligible Applicants: California Counties

RFA Released: November 20, 2020

Proposals Due: ~~February 1, 2021~~
Amended to March 12, 2021

Grant Period: March 31, 2021 to January 31, 2022

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY, STE 200 • SACRAMENTO CA 95833 • WWW.BSCC.CA.GOV

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

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Coronavirus Emergency Supplemental Funding (CESF) Program

PROPOSAL PACKAGE
COVER SHEET

Submitted by:
Mariposa COUNTY

Date Submitted:
3/12/2021

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

CESF Program Proposal Checklist

A complete proposal package for funding under the Coronavirus Emergency Supplemental Funding (CESF) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) • Insert Applicant Name and Date of Submission	✓
2	CESF Proposal Checklist • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	✓
3	Applicant Information Form • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	✓
4	Proposal Narrative • 6 pages or less	✓
5	Criteria for Non-Governmental Organizations (Appendix C) • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	✓
6	CESF Local Advisory Committee Membership Roster (Appendix D)	✓
7	Project Work Plan (Appendix E)	✓
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix ~~J~~ I) • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	✓
9	Budget Information (Budget Table & Narrative) • Use the BSCC provided template	✓
	Optional:	
	Governing Board Resolution (Appendix ~~I~~ H) *Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.*	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X _____

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Applicant Information Form: Instructions

A. **Applicant:** Complete the required information for the local government submitting the form (i.e. <NAME> County).

B. **Tax Identification Number:** Provide the tax identification number of the Applicant.

C. **Project Title:** Provide the title of the project.

D. **Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.

E. **Grant Funds Requested:** See page 3 of the Proposal Instructions Packet for funding by County.

F. **Pass-Through Requirement:** Identify the dollar amount and percentage of grant funds that will be passed through to non-governmental, community-based organizations. At least 20 percent of the CESF award must be passed through to one or more CBOs in order to be eligible for funding.

G. **Lead Public Agency (LPA):** Indicate which local public agency will be the Lead for the CESF Program

H. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.

I. **Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.

J. **Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.

K. **Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.

L. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

CESF Applicant Information Form

A. APPLICANT < Name> County			B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT County of Mariposa			TAX IDENTIFICATION #: 94-6000880	
STREET ADDRESS 5362 Lemee Lane	CITY Mariposa		STATE CA	ZIP CODE 95338
MAILING ADDRESS (if different) P.O. Box 99	CITY Mariposa		STATE CA	ZIP CODE 95338

C. PROJECT TITLE:	Vaccine Ambassador program - Alliance for Community Transformations, subcontractor

D. PROJECT SUMMARY (100-150 words):

Individuals re-entering society during COVID-19 face more difficulties finding work and housing. Connections will hire a part-time employee who will act as a vaccine ambassador within our homeless community and those with a connection to the criminal justice system. While individuals leaving the corrections system have had the opportunity to be vaccinated, there are many who were released from jail prior to the vaccine being available. The vaccination will also help people to work toward stability as they will not need to worry about becoming ill with the disease. This project addresses these needs to bolster support to those now re-entering the community.

E. GRANT FUNDS REQUESTED: See page 3 for funding by County	F. PASS-THROUGH FUNDS: Applicants must pass through a minimum of 20%
$34,916.04	**$ 34,916.04 and 100%**

G. LEAD PUBLIC AGENCY:	Mariposa County Health and Human Services Agency

H. PROJECT DIRECTOR:

NAME	TITLE	TELEPHONE NUMBER	
Baljit Hundal	Division Director of Health	209-966-2000	
STREET ADDRESS 5362 Lemee Lane		FAX NUMBER 209-742-0996	
CITY Mariposa	STATE CA	ZIP CODE 95338	EMAIL ADDRESS bhundal@mariposacounty.org

I. FINANCIAL OFFICER:

NAME	TITLE	TELEPHONE NUMBER	
Randy Ridenhour	Sr. Administrative Analyst	209-742-0922	
STREET ADDRESS 5362 Lemee Lane		FAX NUMBER 209-742-0996	
CITY Mariposa	STATE CA	ZIP CODE 95338	EMAIL ADDRESS rridenhour@mariposacounty.org
PAYMENT MAILING ADDRESS (if different) P.O. Box 99	CITY Mariposa	STATE CA	ZIP CODE 95338

J. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
Hal Nolen	Program Director	209-966-2550	
STREET ADDRESS 5079 St. Andrews Rd.		FAX NUMBER	
CITY Mariposa	STATE CA	ZIP CODE 95338	EMAIL ADDRESS hal@alliance4you.org

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

K. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE		TELEPHONE NUMBER
Sarah Higgs	Account Technician II		209-742-0826
STREET ADDRESS			FAX NUMBER
5362 Lemee Lane			209-742-0996
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Mariposa	CA	95338	shiggs@mariposacounty.org

L. AUTHORIZED SIGNATURE By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Shannon Gadd	Director	209-966-2000	sgadd@mariposacounty.org
STREET ADDRESS	CITY	STATE	ZIP CODE
5362 Lemee Lane	Mariposa	CA	95338
EMAIL ADDRESS sgadd@mariposacounty.org			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.) X 			DATE 3/12/2021

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Coronavirus Emergency Supplemental Funding (CESF) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

CESF Proposal Narrative

The Proposal Narrative section may not exceed **six (6) numbered** pages in totality and must be submitted in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced. The CESF Local Advisory Committee Roster and Project Work Plan do not count towards the six-page limit. See **page 11** of the Proposal Instructions Packet for corresponding Criteria.

1. Project Need

2. Project Description

3. CESF Local Advisory Committee

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

CESF Budget Section

As part of the application process, applicants are required to submit the CESF Budget Attachment, which is an Excel Workbook that can be accessed using the link below. See **page 12** of the Proposal Instructions Packet for corresponding Criteria.

➢ To Access the CESF Budget Section, **click here**

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The Budget Table must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Mandatory Documents Reminder

- Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds
  - Please see Appendix C in the Proposal Instructions Packet.
- CESF Local Advisory Committee Membership Roster
  - Please see Appendix D in the Proposal Instructions Packet.
- Project Work Plan
  - Please see Appendix E in the Proposal Instructions Packet.
- Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
  - Please see Appendix I in the Proposal Instructions Packet.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

1. Project Need

Mariposa County, like many communities, has been impacted by the COVID-19 pandemic. These impacts have been both financial and human centered. Governmental agencies, nonprofit agencies, and businesses have had to determine new ways to meet the increased demand for services while keeping staff and clients safe. Nonprofit agencies have fewer resources available to address the changing landscape and requirements due to COVID. The County of Mariposa will pass through the 100% of this funding to the Alliance for Community Transformations (Alliance), a multiservice nonprofit based in Mariposa. The Alliance operates five programs in Mariposa: Connections Emergency Shelter (homeless shelter), Mariposa Heritage House (substance use disorder supports and drop in center), Mountain Crisis Services (domestic violence and sexual assault services), Court Appoint Special Advocates (services to foster youth), and Ethos Youth Center (drop in center for youth). This project will address needs that have been identified through these programs in consultation with program participants and available data.

First, this project will address the need for quarantine space for residents seeking shelter at Connections Emergency Shelter or Mountain Crisis Services. Each program runs a congregate living facility that are running at a lower capacity due to COVID-19. As individuals seek shelter, there is a need to quarantine at a separate location to ensure that there is not a COVID-19 outbreak within the facility. This need has been met through Project Roomkey, a Mariposa County Health and Human Services Agency (MCHHSA) program in which a hotel was rented to house the homeless community during the pandemic. However, Project Roomkey is closing on March 31, 2021 and Connections and Mountain Crisis Services will need funds to rent hotel rooms to ensure the continued safety and health of the congregate living facilities.

Second, the project will help to address the increased demand for food among within our community. A vital service of Mariposa Heritage House is providing meals five days a week and food boxes to those in need. Any person from the community can access this service and the numbers of individuals served through this program has swelled during the pandemic. Warm meals are currently being delivered to Project Roomkey,

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Connections, and to a homeless encampment in town. As Project Roomkey closes and the County begins to lift COVID-19 restrictions, Mariposa Heritage House would like to provide warm meals on site. Ideally, individuals would be able to eat inside or outside. In order to eat outside, Mariposa Heritage House will purchase a pop-up canopy, picnic benches, and fans so that participants can continue to socially distance and have a place where they can eat the food that they pick up. There is a need for the outdoor space as future COVID-19 restrictions is unknown. Mariposa Heritage House sees the need to ensure safe outdoor eating space for its participants. Additionally, many community members are feeling isolated and this space will allow people to safely gather and provide vital support to one another.

Third, Connections will hire a part-time employee that will act like a vaccine ambassador within our homeless community and those with a connection to the criminal justice system. While individuals leaving the jail system have had the opportunity to be vaccinated, there are many who were released from jail prior to the vaccine being available. From focus groups within the homeless community, it is clear that there are few that are ready to be vaccinated. Staff at Connections and Mariposa Heritage House have been conducting outreach to increase interest in the vaccine, but have found only 4 participants that are willing to be vaccinated. This has the potential to become a public health crisis. Furthermore, the homeless community is leery at the vaccination since the shelter staff have not been vaccinated. They do not trust the vaccine is safe and the fact that shelter staff have not been vaccinated feeds into this belief. It is important to have an individual working within this community to dispel myths, ensure they sign up for vaccines, and attend any follow up vaccine appointments.

Fourth, program dollars will be used to ensure proper PPE for staff and clients throughout the Alliance. This could include the purchase of masks, soap, hand sanitizer, or any other item to ensure the safety of services.

As the pandemic has evolved, the needs within the community have also evolved. As previously mentioned, nonprofits have had limited access to funding to help address these evolving needs. With Project Roomkey closing, the Alliance will need to have funding to reduce the likelihood of COVID-19 outbreaks within their congregate care facilities. PPE has been a consistent need and will likely continue to be throughout the

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

next year; the level of PPE needed often means making financial decisions about what programming to cut to keep up with these purchases. This funding will allow services to continue while keeping everyone as safe as possible. Additional funding will ensure that individuals coming out of incarceration are given the supports they need to be successful in this challenging time.

2. Project Description

Individuals re-entering community's after incarceration are ten times more likely to be homeless than the general population.[1] In 2019, the Prison Policy Initiative reported that homeless services were drastically underfunded.[2] The lack of funding was amplified by COVID-19 and the need for costly programmatic changes to ensure the safety of residents and staff. In a good economy, it is difficult for those with criminal justice involvement to find work; over 27% of formerly incarcerated individuals are unemployed.[3] As the economy has slowed due to COVID-19, this unemployment rate will only increase. Underfunded programs and additional barriers for formerly incarcerated people coupled with a global pandemic has proven to be disastrous. Nonprofits are struggling to cover pandemic related costs and barriers toward people's success post-incarceration are building. This project will focus on reducing the barriers COVID-19 has caused for individuals through programs provided through the Alliance.

A large portion of Alliance clients have criminal justice (CJ) involvement and this project would directly benefit this population. The needs of these individuals are different than those who do not have CJ involvement and have gotten more complicated due to COVID-19. If an individual does not have a place to go when they are released from jail, they will be referred to Connections Emergency Shelter. Due to the pandemic, quick entry into the Connections homeless shelter is not possible due to quarantining measures. It is vital that these individuals are able to be placed into a hotel room prior to coming into the congregate living facility. Staff will touch base with them on a daily basis and ensure that all of their needs are met, similar to how they would be met if they had been able to be

[1] https://www.prisonpolicy.org/reports/housing.html
[2] https://www.prisonpolicy.org/blog/2019/07/19/reentry/
[3] https://www.prisonpolicy.org/reports/outofwork.html

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

immediately placed in Connections. Roughly 60% of Connections residents have CJ involvement; the Alliance and Mariposa County Probation work closely to ensure these individuals are given every resource to be successful upon their release into the community. Similarly, Mariposa Heritage House offers services to many individuals with CJ involvement (38% of clients) by offering meals, showers, housing placement supports, and case management.

As individuals re-enter society at this time, COVID-19 has made it more difficult to find work and housing. Thus, individuals will need the long term supports of shelter and meals as they work to become financially stable. The vaccination will also help people to work toward stability as they will not need to worry about becoming ill with the disease. This project addresses these needs and will bolster the support to those re-entering the community during the pandemic.

While it appears that the United States is beginning to get a handle on the pandemic, the future is still largely unknown. The variants that are spreading could bring about further shut downs or constraints to services. This funding will allow the Alliance to meet the evolving needs without having to cut services to fund them.

3. CESF Local Advisory Committee

The CESF Local Advisory Committee is a committee made up of community partners in Mariposa County that work together with the homeless community, incarcerated individuals, and those formerly incarcerated. The Advisory Committee will meet 2-3 times during the 10-month granting period and will take on the oversight role for this project and will suggest modifications, as necessary, throughout the funded period. Additional meetings will be called as necessary. There will be a report out on this project at each meeting. See Appendix D for the roster.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

BSCC CALIFORNIA

CPGP CORRECTIONS PLANNING AND GRANT PROGRAMS

2020 Coronavirus Emergency Supplemental Funding - Project Budget and Budget Narrative	
Name of Applicant:	County of Mariposa
Contract Term: March 31, 2021 - January 31, 2022	

*The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the **full amount** of funding next to your county name.*

Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries and Benefits	$0.00
2. Services and Supplies	$0.00
3. Professional Services or Public Agency Subcontracts	$0.00
4. Non-Governmental Organization (NGO) Subcontracts	$34,916.04
5. Equipment/Fixed Assets	$0.00
6. Other (Travel, Training, etc.)	$0.00
7. Indirect Costs	$0.00
TOTAL	**$34,916.04**

1a. Salaries and Benefits

Name and Title	(Show as either % FTE **or** Hourly Rate) & Benefits	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$0.00**

1b. Salaries and Benefits Narrative:

Enter narrative here. You may expand cell height if needed.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$0.00**

2b. Services and Supplies Narrative:

Enter narrative here. You may expand cell height if needed.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$0.00**

3b. Professional Services Narrative

Enter narrative here. You may expand cell height if needed.

4a. Non-Governmental Organizations (NGO) Subcontracts		
Description of Subcontract	Calculation for Expenditure	Total
Vaccine Ambassador Contract with Alliance	Program Specialist I - $17.51/hour x 24 hours/week x 43 weeks; $3,815.77 benefits; $100 overtime;	$21,986.08
	Direct Operating Expense:	
	computer workstation	$800.00
	Desk and chair; outdoor eating area, including benches and fans	$4,000.00
	Pandemic supplies: Masks sanitizer, soap, etc.	$1,955.77
	Hotel Room stipends: $3,000 annually	$3,000.00
	Indirect Costs: 10% of direct costs	$3,174.19
	TOTALS	**$34,916.04**

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

Vaccine Ambassador Contract with the Alliance for Community Transformations, Mariposa, California

5a. Equipment/Fixed Assets		
Description of Equipment/Fixed Asset	Calculation for Expense	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTALS	**$0.00**

5b. Equipment/Fixed Assets Narrative

Enter narrative here. You may expand cell height if needed.

6a. Other (Travel, Training, etc.)		
Description	Calculation for Expense	Total
		$0.00
		$0.00
		$0.00
		$0.00

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		$0.00
		$0.00
	TOTAL	**$0.00**

6b. Other (Travel, Training, etc.) Narrative:

Enter narrative here. You may expand cell height if needed.

7a. Indirect Costs

Indirect costs may be charged to grant funds by choosing **either** Option 1) or 2) listed below:		Total
1) Indirect costs will be charged as Grantee's federally approved Negotiated Indirect Cost Rate (NICR): Enter NICR Percentage **and** Amount:	0.00%	$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		$0.00
	TOTAL	**$0.00**

7b. Indirect Costs Narrative:

Enter narrative here. You may expand cell height if needed.

Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Appendix C: Criteria for Non-Governmental Organizations Receiving CESF

The Coronavirus Emergency Supplemental Funding (CESF) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CESF. The RFP describes these requirements as follows.

Any non-governmental organization that receives CESF (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the CESF grantee.
- In either instance (applicant or subgrantee), non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

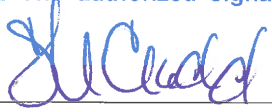
Grantee Name: County of Mariposa

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Alliance for Community Transformations	P.O. Box 2075, Mariposa, CA	209-742-6456	Yes ☑ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the CESF RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Shannon Gadd	TITLE Director		TELEPHONE 209-966-2000
STREET ADDRESS 5362 Lemee Lane	CITY Mariposa	STATE CA	ZIP CODE 95338
EMAIL ADDRESS sgadd@mariposacounty.org			
SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature OR a wet blue ink signature.) x 			DATE 3/12/2021

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Appendix I: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

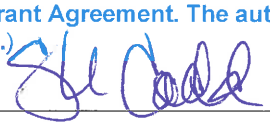
☑ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☑ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☑ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Shannon Gadd	TITLE Director	TELEPHONE NUMBER 209-966-2000	
STREET ADDRESS 5362 Lemee Lane	CITY Mariposa	STATE CA	ZIP CODE 95338
EMAIL ADDRESS sgadd@mariposacounty.org			
AUTHORIZED OFFICER SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature OR a wet blue ink signature.) X 			DATE 3/12/2021

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Appendix D: CESF Local Advisory Committee Membership Roster

*	Name	Title Organization	Business Email Address	Signature
1	Pete Judy	Chief of Probation Mariposa County Probation	pjudy@mariposacounty.org	DocuSigned by: Pete Judy 70F488EA7A2C4DC...
2	Shannon Gadd	Director Mariposa County Health and Human Services Agency	sgadd@mariposacounty.org	DocuSigned by: Shannon Gadd D21502AAC1E2483...
3	Jeremy Briese	Sheriff Mariposa County Sheriff's Department	jbriese@mariposacounty.org	DocuSigned by: Jeremy Briese AB0B292EDEC448F...
4	Joe Lynch	Assistant County Administrative Officer Mariposa County	jlynch@mariposacounty.org	DocuSigned by: Joe Lynch 9C760F0DDEF94BE...
5	Kristen Fiester	Program Director Mountain Crisis Services	kristen@alliance4you.org	DocuSigned by: kristen Fiester 0B792E5CF77344A...
6	Alison Tudor	Executive Director Alliance for Community Transformations	alison@alliance4you.org	DocuSigned by: Alison Tudor F29A20B1535D4F1...
7	Hal Nolen	Program Director Connections Emergency Shelter	hal@alliance4you.org	DocuSigned by: Hal Nolen 2B92CCB9B7D141D...
8	Becky Yeager	Program Specialist II Mariposa Heritage House	becky@alliance4you.org	DocuSigned by: Rebecca Yeager D9B1662224974E5...
9				

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 :

DocuSign Envelope ID: C5EE4EB7-949B-4C5B-BF40-510B943D968B

10				

**If needed, add additional rows to reflect the full CESF Local Advisory Committee*

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 :

Appendix C: Criteria for Non-Governmental Organizations Receiving CESF

The Coronavirus Emergency Supplemental Funding (CESF) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CESF. The RFP describes these requirements as follows.

Any non-governmental organization that receives CESF (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the CESF grantee.

- In either instance (applicant or subgrantee), non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.

- Be registered with the California Secretary of State's Office, if applicable;

- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);

- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and

- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

Grantee Name:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the CESF RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (**This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature OR a wet blue ink signature.**) X			DATE

Attachment: 2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (RES-2021-206 : Agreement with the California Board of State

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-207

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with Shaun Quinn to Provide MH Triage Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to agreement with Shaun Quinn to provide Mental Health Triage Services, increasing the amount by $30,000 to a new amount not to exceed $65,000; and authorize the Board of Supervisors Chair to sign the amendment.

The triage contractor, under general supervision of the after-hours supervisor, will provide mental health triage response for individuals in the hospital, the jail, and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

The Mental Health Triage Contractors provide after-hours and weekend 24 hour services to clients in a mental health crisis. During this agreement period, more work has been required from Shaun Quinn than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved First Amendment to Agreement with Shaun Quinn on June 12, 2018 by Resolution No. 2018-264.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, the Department may be unable to adequately serve after-hours and weekend mental health crisis needs of county residents.

FINANCIAL IMPACT:
These contract expenses are budgeted in the Mental Health fund 001-0402 for Fiscal Year 2020-21. There is no impact to the County General Fund.

ATTACHMENTS:
First Amndt - Shaun Quinn Agreement 2021 Wcsignature (PDF)

REF ID# 11624

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

Attachment: First Amndt - Shaun Quinn Agreement 2021 Wcsignature (RES-2021-207 : First Amendment - Agreement with Shaun Quinn to

FIRST AMENDMENT TO AGREEMENT FOR TRIAGE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR TRIAGE 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 Shaun Quinn, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 21 2020, wherein **Contractor** agreed to provide triage services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $30,000 will be added to the original amount of $35,000, making the total compensation paid to **Contractor** the not to exceed amount of $65,000.

2. Except as herein amended, the Agreement dated May 21, 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

_____
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Shaun Quinn
(Signature)

COUNTERSIGNED:
(Government Code §25103)

_____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Last Revised: 3/5/2021

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-208

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Amended Agreements with Area 12 Agency on Aging & Budget Actions FY 2020-21

RECOMMENDATION AND JUSTIFICATION:
Approve Amended Agreements with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amended Agreements; and Approve Budget Actions in the Senior Nutrition Funds Increasing the Revenue and Appropriations and Transit Funds, Decreasing Revenue and Appropriations to Correspond with the Amended Agreements ($6,000).

The Budget Actions Shall Increase Revenue and Appropriations in the Senior Nutrition C-2 Home Delivered Meals Program by $6,000; and Decrease Revenue and Appropriations in Transit's III-B Transportation program by $6,000. These changes correspond with the Amended Agreements provided by Area 12 Agency on Aging for the current fiscal year 2020-2021.

Due to the response to the COVID-19 Pandemic, Mariposa County's Senior Transportation program has not met the units of service (UOS) performance requirements of plus/minus five percent (+/- 5%) by mid-year. Those unmet units of service and subsequent dollar amounts have been transferred by A12AA from the III-B Transportation program to Mariposa's Senior Nutrition C-2 Home Delivered Meals program, as the C-2 program has exceeded mid-year's performance amount. Area 12 Agency on Aging's modification of funding between Mariposa's senior programs retains the allocation of A12AA funding within Mariposa County, while maintaining the programs' required performance level standards.

The County of Mariposa, Health & Human Services Agency, Adult & Aging Services branch, in collaboration with Area 12 Agency on Aging has been providing the above stated programs to seniors in Mariposa County since 1991.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically approved and authorized the Board Chair to sign amended agreements and has approved the accompanying budget actions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the amendments or budget actions. The funding would be returned to Area 12 Agency on Aging to reallocate to another service provider.

REF ID# 11578

FINANCIAL IMPACT:
Revenue and Appropriations will be increased in the Senior Nutrition Funds by $6,000 and Revenue and Appropriation will be decreased in the Transit Fund by $6,000. There is no impact to the General Fund.

ATTACHMENTS:
A12AA Amended Agreements FY 2020-2021(1)pdf (PDF)
Transit III-B & C-2 Budget Action (PDF)

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

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Chore
Elder Abuse Prevention
Homemaker
Legal Assistance
Ombudsman
Senior Meal Program Congregate/Restaurant/ Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2020, for the term of July 1, 2020 through June 30, 2021, by and between Area 12 Agency on Aging and MARIPOSA COUNTY HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES, serving in Mariposa County for C-2 Home Delivered Meals Nutrition services, is hereby amended, March 4, 2021, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for C-2, Home Delivered Meals Nutrition services shall not exceed the maximum amount of $51,887.00*, for a maximum number of 8,432 meals.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff Dated: 3-4-21
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair - Board of Supervisors – Mariposa County

**This total includes dollars from Cares Act, Area Plan baseline, and NSIP funding.*

19074 Standard Road, Suite A, Sonora, California 95370-7542
www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

Attachment: A12AA Amended Agreements FY 2020-2021(1)pdf (RES-2021-208 : Approval of Amended Agreements with Area 12 Agency on

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Chore
Elder Abuse Prevention
Homemaker
Legal Assistance
Ombudsman
Senior Meal Program Congregate/Restaurant/ Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2020, for the term of July 1, 2020 through June 30, 2021, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for IIIB Transportation services, is hereby amended, March 4, 2021, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for IIIB Transportation services shall not exceed the maximum amount of funding of $66,000.00* for a maximum number of 3,300 units of service.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff Dated: 3-4-21
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair, Board of Supervisors - Mariposa County

This total includes dollars from Cares Act and Area Plan baseline funding.

Attachment: A12AA Amended Agreements FY 2020-2021(1)pdf (RES-2021-208 : Approval of Amended Agreements with Area 12 Agency on

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
606	0306	305.62-26	Title III-B Transportation			(6,000)
606	0306	601.04-12	Maintenance of Equipment			3,000
606	0306	601.04-51	Major Vehicle Repairs			3,000
342	0518	305.62-40	Area 12 Grant C-2		(6,000)	
342	0518	715.04-34	Catered Food (FZN)		3,000	
342	0518	715.04-35	Food Service Supplies		3,000	
				TOTALS	$0	$0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION Revenue & Appropriation Changes to the Transit Budget for the III-B Transportation program due to transferred units of service into the C-2 Home Delivered Meals program changing Revenue & Appropriations within the C-2 program per Amended Agreements with Area 12 Agency on Aging.

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT HHSA--Adult & Aging Branch

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Transit III-B & C-2 Budget Action (RES-2021-208 : Approval of Amended Agreements with Area 12 Agency on Aging & Budget

MARIPOSA COUNTY

HHS/Employment and Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-209

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Memorandum of Understanding (MOU) with Valley Regional Counties

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Memorandum of Understanding (MOU) with Valley Regional Counties of Human Services Mutual Aid Plan to support human services agencies and their ability to maintain services in times of disaster or other emergencies; and Authorize the Board of Supervisors Chair to sign the MOU.

Under this MOU, mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to a Disaster CalFresh program. Counties agree to provide up to 14 calendar days of mutual aid. Participating counties include Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has no prior history with the mentioned group of counties for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is withdrawn, Mariposa County will no longer be a contributing member of the mutual aid plan and forego a highly collaborative program to meet client needs during dire circumstances.

FINANCIAL IMPACT:
There are no additional costs associated with this MOU at the present time.
There is no impact to the County General Fund.

ATTACHMENTS:
MOU - Valley Regional Counties Mutual Aid (PDF)

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

REF ID# 11621

DISASTER CALFRESH PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)
VALLEY REGIONAL COUNTIES – MUTUAL AID PLAN
PROTOCOL FOR POST-DISASTER SUPPORT/SERVICES ACCOMMODATION

This Memorandum of Understanding (MOU) is made and entered into by and between the Counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare (referred to collectively as "Mutual Aid Counties").

1. Purpose

The purpose of the Valley Regional Counties of Human Services Mutual Aid Plan is to support partner county human services agencies and their ability to maintain services in times of disaster or other emergencies.

Participating counties in this MOU listed alphabetically:

- Fresno
- Kern
- Kings
- Madera
- Mariposa
- Merced
- San Joaquin
- San Luis Obispo
- Stanislaus
- Tulare

2. General Policy

The general policy provides that:

- Each county is responsible for the training of its personnel in the implementation of this plan.
- Use of this plan is voluntary.

Mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to operating a Disaster CalFresh Program. Counties agree to provide up to fourteen (14) calendar days of mutual aid. The requesting Welfare Director, or designee, may make special arrangements with the providing Welfare Director to continue duty assignments of a mutual aid person for more than fourteen (14) calendar days.

This MOU does not prevent the Disaster County from seeking assistance from another Mutual Aid County outside of this agreement.

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

3. **Term**
This MOU shall become effective upon the date signed by each County's Board of Supervisors, or designee, and shall terminate on October 31, 2024. This MOU may be extended for one additional twelve month period upon the written approval of all parties no later than thirty (30) days prior to expiration.

4. **Termination**
A County's participation in this MOU may be terminated at any time by the County, or its Welfare Director or designee, upon giving thirty (30) days advance written notice of an intent to terminate to the other parties. The termination of a County's participation in this MOU will not terminate this MOU as it relates to the remaining parties. This MOU may be terminated upon the written agreement of all parties.

5. **Definitions**

a. "**Mutual Aid Counties**" means the counties that have entered into this MOU to provide post-disaster recovery support in the event of a catastrophic disaster – either natural or man-caused.

b. "**Disaster Mutual Aid County**" means the county is need of post-disaster support assistance/services due to a catastrophic disaster. This county may also be referred to as the Disaster County.

c. "**Supporting Mutual Aid County**" means the county providing the post-disaster support assistance/services to a Disaster County. This county may also be referred to as the Supporting County.

d. "**Disaster CalFresh (D-CalFresh)**" in California and Disaster Supplemental Nutrition Assistance Program (D-SNAP) means the Federal post-disaster food assistance program. The program is authorized by the Food Stamp Act of 1977, as amended, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, administered by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).

e. "**EBT**" means the electronic benefits transfer system, which is the electronic issuance of CalFresh and/or cash benefits to eligible households.

f. "**CalFresh Program benefit issuance services**" means any CalFresh/SNAP benefit issuance disaster assistance program which the county is obligated to initiate/implement during the aftermath of a disaster occurrence within the county's jurisdiction.

g. "**Catastrophic Disaster**" means a Presidential Declaration for Individual Assistance has been declared in the affected area.

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

6. Responsibilities of the Mutual Aid Counties

6.1. The Mutual Aid Counties (MAC) shall have the following shared responsibilities:

a. To immediately notify the other Mutual Aid County of any changes to the post-disaster cross-county support activities/services that are set forth in this MOU. Amendments to this MOU will only be effective when agreed to in writing by all of the parties.

b. Establish the rules for invoking the protocol for post-disaster support accommodation as agreed upon in this MOU.

c. Establish disaster security profiles to enable their designated disaster employees to process the Mutual Aid County's disaster applications.

d. To notify the other mutual aid counties of any changes to Key County Contacts set forth in Exhibit A, attached hereto and by this reference incorporated herein. It is understood that the contents of Exhibit A will change over time.

6.2 The Disaster County shall be responsible to invoke the protocol of the Mutual Aid County post-disaster support/services accommodation process and:

a. Obtain approval for waivers of program policies that are specific to that catastrophic disaster event from the appropriate Federal oversight agencies to include the Mutual Aid County providing recovery services to the Disaster County under this MOU.

b. Create all public statement templates, which the Disaster County will be asking the Supporting County to disseminate to the various broadcasting and news print media in the Supporting County's jurisdiction. Standard public statement templates shall include:

i. The location of the disaster processing sites and the capacity of computers/workstations,

ii. The dates and times when the disaster processing sites will be operating,

iii. The required documents needed to apply for the disaster assistance programs, and

iv. The various methods of applying for the disaster assistance programs.

6.3 If possible, the Supporting County shall:

a. Be responsible to act upon the Disaster County's request to implement the Mutual Aid County protocol for disaster support/services accommodation process along with other responsibilities as soon as administratively feasible, but no greater than forty-eight (48) hours after receipt of the request.

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

b. In the event the Supporting County is unable to comply with any of the post-disaster support/services that are negotiated in the MOU, the Supporting County shall immediately inform the Disaster County of its inability to comply with the specific terms of the MOU.

c. The Mutual Aid Counties agree that there will be no financial penalty upon that Supporting County's inability to comply with the specific post-disaster support / services requested in this MOU.

6.4 The Disaster County acknowledges it shall be liable for all errors and overpayments made by the Supporting County, and no claims or request for financial restitution shall be made against the Supporting County.

6.5 The Disaster County will be responsible for submitting all required Federal, State or local reports to the appropriate agency or agencies.

6.6 The Disaster County will be responsible for its own settlement and reconciliation.

6.7 Each Mutual Aid County acknowledges it shall be liable for bodily or personal injury or death of any person, or loss of any property arising out of actions or inactions taken by its own officer, agents, or employees.

7. Rules of Invoking the Protocol for Post-Disaster Support/Services Accommodation

7.1. In the event of a catastrophic disaster, the Mutual Aid Counties shall follow the rules of invoking the protocol for post-disaster support/services accommodation which are:

a. Disaster County will submit a request for Disaster CalFresh Program (D-CalFresh) implementation.

b. Upon authorization from the USDA-FNS to implement a D-CalFresh Program, the Disaster County will conduct a full evaluation on the extent of damages from the catastrophic disaster to assess the scope of assistance that will be needed from the Supporting Mutual Aid Counties.

c. As soon as administrative feasible, the Disaster County notify the Supporting Mutual Aid County by telephone, fax or email when post-disaster support services or assistance are needed from the Supporting Mutual Counties:

i. The level of communication will be between the head or designee of the agency overseeing the county's Disaster CalFresh Program and the head or designee(s) of the Supporting Mutual Aid County overseeing the county's CalFresh Program, with additional communications being conducted between the appropriate county personnel who will have to implement the agreed upon services as stated in this MOU. D-CalFresh Program Mutual Aid County Contact information is set forth in Exhibit A to this MOU;

ii. The initial communication shall include the county's analysis of the devastation, to the extent known the type of assistance support/services the Disaster County is requesting from the Supporting County, and the estimated time period the assistance support is needed. As conditions change, the Disaster County can submit modified requests for assistance;

iii. This initial communication will allow the Mutual Aid Counties to internally prepare personnel for the additional support/services.

7.2. The Supporting County, may provide the following post-disaster support services/activities as needed by the Disaster County.

a. Assistance with locating and securing lodging or shelter for Disaster County employees;

b. Assistance with locating and procuring meals for Disaster County employees;

c. Assistance with transportation or travel cost reimbursement;

d. Technical Assistance which may include, but is not limited to assistance with consortia system, ebtEDGE/EBT functionality access, security and password changes, computer, laptop and connectivity assistance, and telephone and web access assistance;

e. Up to ten (10) worksite locations which could be located at County district offices or local assistance centers;

f. Personnel support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for personnel support provided by Supporting County. Disaster County Personnel support services may include, but are not limited to, the following:

i. On-site support to assist at the disaster response centers in the Disaster County;

ii. All costs to transport, house and feed the personnel from the Supporting County in the Disaster County;

iii. Virtual support to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files:

a) The Supporting County, if feasible, will assist the Disaster County in processing its on-line or paper disaster applications.

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

b) The Mutual Aid Counties agree the Supporting County shall transmit the demographic and benefit authorization files for all of the disaster applications that it processes to the Disaster County's EBT contractor.

c) Call Center Support – to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files, and will assist callers in the Disaster County with answering general questions about resources and D-CalFresh.

iv. The Supporting County is responsible to complete timesheets, provide receipts and other verifications and other required documents that are needed for the Disaster County to obtain FEMA reimbursement for the Mutual Aid County assistance.

g. Technical support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for the technical support provided by the Supporting County. Technical support services may include, but are not limited to, the following:

i. Lending of Personal computer (PC) software and/or hardware;

ii. Issuance of the Disaster County's disaster EBT cards;

iii. Issuance of the Disaster County's disaster CalFresh benefits;

iv. On-line or batch set-up and benefit authorization;

v. Creation of "special" security profiles for Mutual Aid Counties assignment to personnel (inquiry and update profiles).

vi. Training in how Supporting County assistance is to be delivered.

7.3 To the extent possible, the Mutual Aid Counties are to explore options of remote assistance to avoid travel to the disaster zones and exposure to potential harm. Remote assistance options may include:

a. Processing faxed, scanned, mailed or emailed disaster applications,

b. Using Skype or other forms telecommuting such as webinars and conference calls to interview or meet,

c. Using Virtual Private Network accounts (VPN),

d. Using www.mybenefitscalwin.org or www.C4Yourself.com and

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

e. Working with the consortium to leverage technical capability when available for remote Mutual Aid County assistance.

7.4 Prior to the end of the assigned application period, the Mutual Aid counties shall jointly agree to an end date of the support activities.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper offices thereunto duly authorized, as of the day and year written.

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Fresno

By: _____
Sal Quintero, Chairperson of the
Board of Supervisors of the
County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Kern

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Kern

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Kings

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Kings

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Madera

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Madera

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Mariposa

By: _____
Marshall Long, Chairperson of the Board of Supervisors of the County of Mariposa

Attest:
Rene LaRoche
Clerk of the Board

By: _____
Clerk of the Board

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Merced

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Merced

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of San Joaquin

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of San Joaquin

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of San Luis Obispo

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of San Luis Obispo

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Stanislaus

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Stanislaus

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Dated: _____

County of Tulare

By: _____
[FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Tulare

Attest:
[NAME]
[TITLE]

By: _____
[TITLE]

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Exhibit A: Key County Contacts

Fresno County	Primary Contact	Back-up Contact
Name	Delfino Neira	Linda Du'Chene
Title	Director	Deputy Director
Address	Mail Stop 109 PO Box 1912, Fresno, CA 93718-1912	Mail Stop 109A PO Box 1912, Fresno, CA 93718-1912
Desk Phone #	(559) 600-2301	(559) 600-2875
Back-up #	n/a	n/a
Email	dneira@fresnocountyca.gov	LDuchene@fresnocountyca.gov
	MOU Contact	Director (if not already included)
Name	Cindy Cao	See Primary
Title	Staff Analyst	
Address	205 W. Pontiac Way Clovis, CA 93612	
Desk Phone #	(559) 600-5410	
Back-up#	(559) 600-2300	
Email	ccao@fresnocountyca.gov	

Kern County	Primary Contact	Back-up Contact
Name	Martha Esparza	
Title	Assistant Program Director	
Address		
Desk Phone #	661-873-2823	
Back-up #		
Email	esparzm@kerndhs.com	
	MOU Contact	Director (if not already included)
Name		
Title		
Address		
Desk Phone #		
Back-up#		
Email		

Updated 3/17/21

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Exhibit A: Key County Contacts

Kings County	Primary Contact	Back-up Contact
Name	Brandon Moreno	Aime Hernandez
Title	Program Specialist	Program Manager
Address	1400 W Lacey Blvd Bldg 8, Hanford, CA 93230	1400 W Lacey Blvd Bldg 8 Hanford, CA 93230
Desk Phone #	559-852-2232	559-852-4254
Back-up #		
Email	Brandon.Moreno@co.kings.ca.us	Aime.Hernandez@co.kings.ca.us
	MOU Contact	Director (if not already included)
Name	Brandon Moreno	Sanja K. Bugay
Title	Program Specialist	Director
Address	1400 W Lacey Blvd Bldg 8, Hanford, CA 93230	1400 W Lacey Blvd Bldg 12, Hanford, CA 93230
Desk Phone #	559-852-2232	559-852-2200
Back-up#		
Email	Brandon.Moreno@co.kings.ca.us	Sanja.Bagay@co.kings.ca.us

Madera County	Primary Contact	Back-up Contact
Name	Carmen Noval-Martinez	Steve Duckworth
Title	Program Manager	Deputy Director
Address	PO BOX 569 Madera, CA 93639	PO BOX 569 Madera, CA 93639
Desk Phone #	559-675-2364	559-675-2374
Back-up #		
Email	Carmen.noval@maderacounty.com	Steve.duckworth@maderacounty.com
	MOU Contact	Director (if not already included)
Name	Raeanne Jain	Deborah Martinez
Title	Administrative Analyst	Director
Address	PO BOX 569 Madera, CA 93639	PO BOX Madera, CA 93639
Desk Phone #	559-675-7845	559-675-7841
Back-up#		
Email	Raeanne.Jain@maderacounty.com	Deborah.Martinez@maderacounty.com

Updated 3/17/21

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Exhibit A: Key County Contacts

Mariposa County	Primary Contact	Back-up Contact
Name	Launa Gann	Alicia Finley
Title	Program Manager	Eligibility Specialist Supervisor
Address	5362 Lemee Lane PO Box 99 Mariposa, CA 95338	5362 Lemee Lane PO Box 99 Mariposa, CA 95338
Desk Phone #	(209)742-0913	(209)742-0843
Back-up #	(209)347-7030	(209)347-6033
Email	lgann@mariposacounty.org	afinley@mariposacounty.org
	MOU Contact	Director (if not already included)
Name	Dumile Wilson	Shannon Gadd
Title	Administrative Analyst I	Director
Address	5362 Lemee Lane, PO Box 99 Mariposa, CA 95338	5362 Lemee Ln PO Box 99 Mariposa, CA 95338
Desk Phone #	209-742-0971	(209)742-0892
Back-up#	209-628-8173	(209)742-0961
Email	dwilson@mariposacounty.org	sgadd@mariposacounty.org

Merced County	Primary Contact	Back-up Contact
Name	Lupe Cisneros	Mary Ellen Arana
Title	Program Manager	Deputy Director
Address	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341
Desk Phone #	(209) 385-3000 ext. 5301	(209) 385-3000 ext. 5455
Back-up #		
Email	Lcisneros@countyofmerced.com	MaryEllen.Arana@countyofmerced.com
	MOU Contact	Director (if not already included)
Name	Michelle Smith	Yvonnia Brown
Title	Staff Services Analyst	Director
Address	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341
Desk Phone #	(209) 385-3000 ext. 5262	(209) 385-3000 ext. 5300
Back-up#		
Email	Michelle.Smith2@countyofmerced.com	Yvonnia.Brown@countyofmerced.com

Updated 3/17/21

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Exhibit A: Key County Contacts

San Joaquin County	Primary Contact	Back-up Contact
Name	Audrey Mathers	Melissa Mullin
Title	Management Services Administrator	HSA Staff Analyst
Address	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202
Desk Phone #	(209) 468-1798	(209) 468-2043
Back-up #	(209) 468-1000	(209) 468-1000
Email	amathers@sjgov.org	mmullin@sjgov.org
	MOU Contact	Director (if not already included)
Name	Audrey Mathers	Chris Woods
Title	Management Services Administrator	Director
Address	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202
Desk Phone #	(209) 468-1798	(209) 468-1157
Back-up#	(209) 468-1000	(209) 468-1156
Email	amathers@sjgov.org	cwoods@sjgov.org

San Luis Obispo County	Primary Contact	Back-up Contact
Name	Robb Koch	Emma Caballero
Title	Program Manager	Program Review Specialist
Address	3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403	3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403
Desk Phone #	805-781-1895	805-781-1885
Back-up #	805-471-9395	805-781-1800
Email	rkoch@co.slo.ca.us	ecaballero@co.slo.ca.us
	MOU Contact	Director (if not already included)
Name		Devin Drake
Title		
Address		3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403
Desk Phone #		805-781-1834
Back-up#		805-310-2747
Email		ddrake@co.slo.ca.us

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

Exhibit A: Key County Contacts

Stanislaus County	Primary Contact	Back-up Contact
Name	Kathryn Harwell	Deliah Vasquez
Title	Director	StanWORKs Asst. Director
Address	251 E. Hackett Road Modesto, CA 95358	251 E. Hackett Road Modesto, CA 95358
Desk Phone #	(209) 558-2500	(209) 558-2540
Back-up #	(209) 558-2505	(209)558-2500
Email	harwellK@stancounty.com	Vasqude@stancounty.com
	MOU Contact	Director (if not already included)
Name		
Title		
Address		
Desk Phone #		
Back-up#		
Email		

Tulare County	Primary Contact	Back-up Contact
Name	Idalia Gonzalez	Anita Suarez
Title	CalFresh Program Specialist II	Unit Manager- Change Management, Program Policy, and Training
Address	4031 W. Noble Ave, Visalia CA 93277	4031 W. Noble Ave, Visalia CA 93277
Desk Phone #	559-623-0142	559-623-0240
Back-up #	559-972-4017	559- 731-8813
Email	IGonzale@tularecounty.ca.gov	ASuarez@tularecounty.ca.gov
	MOU Contact	Director (if not already included)
Name	Vienna Barnes	Anita Ortiz
Title	Human Services Deputy Director	Human Services Director
Address	5957 S. Mooney Blvd Visalia CA 93277	5957 S. Mooney Blvd Visalia CA 93277
Desk Phone #	559-624-8073	559-624-8087
Back-up#	559-690-0421	559-624-8075
Email	VBarnes@tularecounty.ca.gov	AOrtiz2@tularecounty.ca.gov

Updated 3/17/21

Attachment: MOU - Valley Regional Counties Mutual Aid (RES-2021-209 : Memorandum of Understanding (MOU) with Valley Regional Counties)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-210

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve a Lease Agreement for 5121 Jones Street to Serve HHSA Clients

---

RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement with Steve Meisner for 5121 Jones Street, Mariposa, California, to be used for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of the proposed Lease Agreement is from July 1, 2021, through June 30, 2022, with a not-to-exceed amount of $15,000 ($1,250 per month) and will be used for transitional housing. The leased residential space is located at 5121 Jones Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Health and Human Services Agency (HHSA) does not have existing property to meet the increasing housing needs. We have identified this residential space to provide client services that will help them achieve self-sufficiency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the Lease Agreement, it would cause the loss of opportunity to secure necessary housing for an underserved population within the County, and HHSA would forego the opportunity for a lower cost local placement alternative for Agency clients.

FINANCIAL IMPACT:
Funds are available within the Human Services division budget for this lease agreement. Local housing opportunities provide temporary assistance to temporarily homeless clients and alternatives to higher cost hospital and board and care placements. This is no impact to the County general fund.

ATTACHMENTS:
S Meisner 2022 Lease Agreement - Wcsignature (PDF)

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

REF ID# 11581

Attachment: S Meisner 2022 Lease Agreement - Wcsignature (RES-2021-210 : Approve a Lease Agreement for 5121 Jones Street to Serve

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2021, by and between Steve Meisner, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5121 Jones Street, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5121 Jones Street, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of One Thousand Two Hundred Fifty Dollars ($1250) per month. **LESSOR** agrees to lease the real property described above commencing July 1, 2021 and terminating on June 30, 2022. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a resident.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules,

regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

Attachment: S Meisner 2022 Lease Agreement - Wcsignature (RES-2021-210 : Approve a Lease Agreement for 5121 Jones Street to Serve

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY: LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the

Attachment: S Meisner 2022 Lease Agreement - Wcsignature (RES-2021-210 : Approve a Lease Agreement for 5121 Jones Street to Serve

PREMISES, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE: LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION: LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this

Attachment: S Meisner 2022 Lease Agreement - Wcsignature (RES-2021-210 : Approve a Lease Agreement for 5121 Jones Street to Serve

Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to Steve Meisner, 4460 Saviers Road #166, Oxnard, CA 93033.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

Attachment: S Meisner 2022 Lease Agreement - Wcsignature (RES-2021-210 : Approve a Lease Agreement for 5121 Jones Street to Serve

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

(Signature)

LESSEE:

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: S Meisner 2022 Lease Agreement - Wcsignature (RES-2021-210 : Approve a Lease Agreement for 5121 Jones Street to Serve

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-211

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with BSK Associates for Materilal Testing Services for Darrah Rd Bridge

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with BSK Associates Services for Material Testing of the Darrah Rd Bridge Project in an Amount Not to Exceed $25,695.38; and Authorize the Board of Supervisors Chair to Sign the Agreement

BSK Associates' scope of services includes testing the soils, concrete and asphalt in accordance with the County's adopted Quality Assurance Program(QAP).

The QAP is a program that ensures the materials and workmanship incorporated into the construction project meet the requirements of the contract plans and specifications. The main elements of the QAP are an acceptance program and an independent assurance program. The County's QAP includes requirements for materials acceptance, minimum sampling and testing frequency, testing results, certificates of compliance, source inspection, independent assurance, tester certification, laboratory qualification process, and equipment calibration process for construction projects.

An RFQ for Material Testing Services for the Darrah Road Bridge Project was circulated May 13, 2020 and one proposal was received on June 4, 2020. Multiple firms expressed interest, however, the qualified testing personnel and laboratories must have California Test (CT) accreditations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 2, 2021, Resolution 2021-106 the Board approved an Agreement with American Paving Co. for the Darrah Road Bridge Reconstruction in the Amount Not to Exceed $5,162,387.50. Construction is anticipated to ramp up in May after the risk of rain diminishes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the County is at risk of paying back its federal funds. FHWA expects records of samples and tests, material releases and certificates of compliance incorporated into the project files.

FINANCIAL IMPACT:
This Project is funded through the FHWA Bridge Program and has a Local Share of 11.47%. The Local Share will be paid using approved SB1 Funding.

REF ID# 11561

ATTACHMENTS:
BSK Associates 21-034 Darrah Rd Bridge (PDF)

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

21-034

AGREEMENT FOR MATERIAL TESTING SERVICES FOR THE DARRAH ROAD BRIDGE PROJECT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and BSK Associates, ("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 April 20, 2021 and terminate on December 31, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform material testing services for the Darrah Road Bridge Project 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 $25,695.38. The Contractor's hourly 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

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

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.

(4)

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

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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

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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. 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:
BSK Associates
550 West Locust Avenue
Fresno, CA 93650
559.497.2880

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

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: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

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 Director of Public Works & Transportation. 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 Thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

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.

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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: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

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

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such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Funding Source: 512-1312-782-0649

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	BSK Associates
ATTEST:	APPROVED AS TO FORM:
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

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EXHIBIT "A"

BSK ASSOCIATES
550 West Locust Avenue
Fresno, CA 93650
P 559.497.2880
F 559.497.2886
www.bskassociates.com

June 4, 2020

BSK Proposal No. CF20-20252

Mr. Gary Brown, County Engineer
County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, California 95338

SUBJECT: **Statement of Qualifications for Geotechnical Inspection and Material Testing Services**
Darrah Road Bridge Over W. Fork Chowchilla River
A HBP/FHWA Bridge Replacement Project
Federal Project No. BRLS 5940(004)
State Bridge No. 40C0070
County Project No. 1312-1318
Mariposa County, California 95338

Dear Mr. Brown;

We are pleased to submit our statement of qualification and proposal in response to your ***Request for Geotechnical Inspection and Material Testing Services*** for the **Darrah Road Bridge Over W. Fork Chowchilla River – Bridge Replacement project.**

With our 54 year history of supporting Public Works and Local Assistance projects, our understanding of the Quality Assurance Program (QAP), our knowledgeable, experience, and certified team; we have the staff to adequately service your needs on this contract.

Michael Collins will be your primary point of contact for this proposal and upcoming project.

As of this date, June 4, 2020, there are no addendums for this RFP on the Mariposa County website.

We look forward to working with you on this project.

Sincerely,

BSK Associates

Michael Collins
Primary Point of Contact/
Fresno Branch Manager

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CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

FIRM INFORMATION

Firm Name:	BSK Associates
Firm Address for Project:	550 West Locust Avenue, Fresno, California 93650
Phone Number:	(559) 497-2880
Fax Number:	(559) 497-2886
Proposal Contact:	Michael Collins (mcollins@bskassociates.com)
Year Founded:	1966
Number of Employees:	190
Organization Type:	100% Employee-Owned California S-Corporation DGS Certified Small Business for Public Works (SB-PW)
Federal Tax ID Number:	94-1633676
Small Business Enterprise Number:	2014327
DIR Number:	1000003557
Officers:	Richard Johnson, President and CFO On Man Lau, South Valley Regional Manger Louise D'Amico, Secretary
Project Manager and Primary Contact:	Michael Collins
Secondary Contact and Engineering Manager:	On Man Lau, PE, GE, (California CE #57398, GE #2644)
Assistant Project Manager:	Daniel Palmer, Jr.
Geotechnical Engineer:	Neva Popenoe, PE, GE, (California CE #73818, GE #3024)
Supervisory Technician:	Christopher Helm
Senior Technician:	Michael Piccolotti
Senior Technician:	Kevin Wall
Laboratory and Field Technician:	Ivan Reynaga
Laboratory Supervisor:	Blaine Mayo
Field Technician:	Geronimo Fegalquin
Field Technician:	Dante Major
Field Technician:	Jesus Flores

Location of Materials Testing BSK Laboratories: Fresno, Bakersfield, and Livermore.

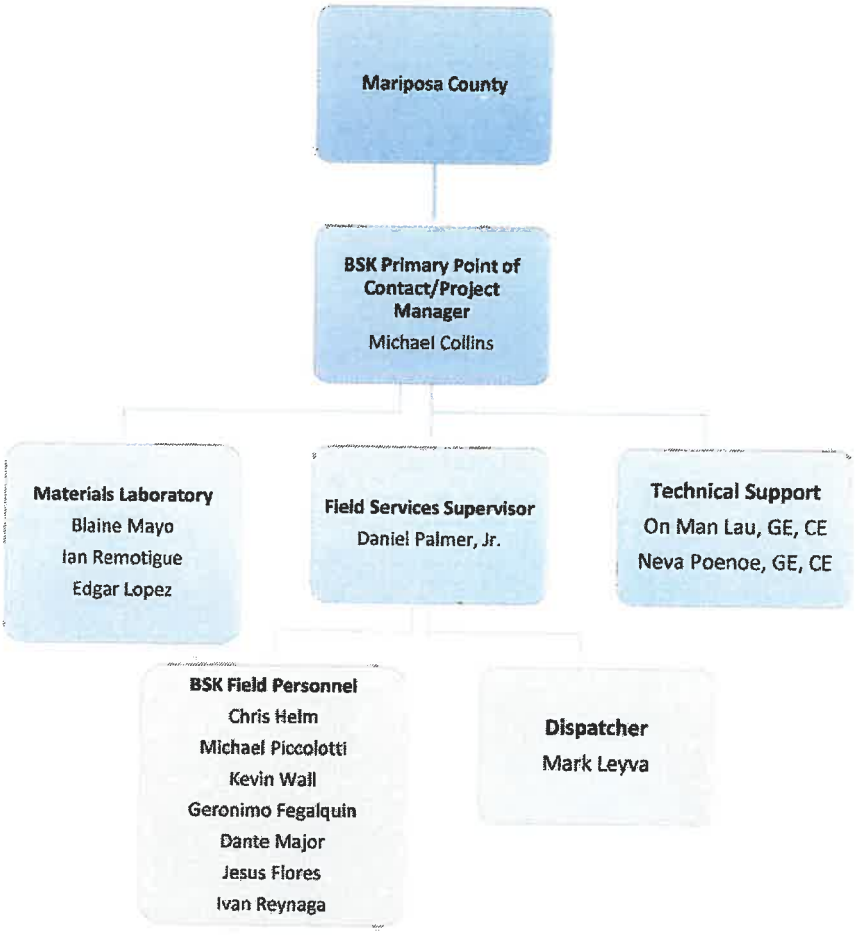
Our firm provides the following services:

- Materials testing/special inspection
- Construction observation
- Materials laboratory testing
- Geotechnical and environmental engineering
- Engineering geology
- Hydrogeology services
- Water resources management
- Geospatial services (e.g. GIS)
- Analytical chemistry
- Hazardous materials consulting

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CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Below is a copy of our team's organization chart for this project:



TEAM QUALIFICATIONS AND EXPERIENCE

Michael Collins currently serves as our Fresno Branch Manager. Michael has 20 years of experience working in the materials testing and inspection industry and obtained his Bachelors of Science of Civil Engineering from California State University, Fresno and has spent the first four (4) years of his career working in a materials testing laboratory performing tests on concrete, soil and aggregate, steel, and asphalt. Many of the soil and aggregate, and asphalt were on municipality projects, using Caltrans Test Methods. He has 16 years of experience managing materials testing on transportation projects for municipalities and has participated in pavement investigations, including soil-cement treated base and full depth reclamation design and construction.

Michael has experience working with the following cities: Alhambra, Alpaugh, Arvin, Avalon, Bakersfield, California, Clovis, Delano, Fresno, Lamont, Monrovia, McFarland, Parlier, Pasadena, Porterville, Ridgecrest, Rosamond, Seal Beach, Taft, Tehachapi, Tulare, Visalia, Wasco, and Woodlake.

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CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Michael has experience working with the following counties: Fresno, Kern, Kings, Los Angeles, Orange, and Tulare.

Michael has worked on two Caltrans staff augmentation jobs. One was with District 6 in the Visalia Caltrans lab, and the other with District 7, 8, and 12 at Caltrans Southern Regional Lab in Fontana, California.

On Man Lau currently serves as our South Valley Regional Manager. On Man is a California licensed professional Civil Engineer and California licensed Geotechnical Engineer with more than 25 years of full-time experience in the geotechnical and materials testing industry. On Man started working on a part-time basis for BSK in 1988 and became a full-time employee shortly after receiving his Master of Science in Civil and Environmental Engineering degree from California Polytechnic State University, San Luis Obispo in 1994. On Man's experience includes soil placement observation and soil compaction testing, geotechnical investigations for foundations, drilled pier and pile design, liquefaction, seepage, seismic hazards, settlement, slope stability, and pavement investigations, including full depth reclamation using cement, conventional full depth reclamation, and cold in place design and construction.

On Man has experience working with the following cities: Alpaugh, Arvin, Bakersfield, California, Clovis, Delano, Fresno, Lamont, Lancaster, Lost Hills, Madera, McFarland, Porterville, Ridgecrest, Rosamond, Taft, Tehachapi, Tulare, Visalia, and Wasco.

On Man has experience working with the following counties: Fresno, Kern, Kings, Madera, Los Angeles, and Tulare.

Daniel Palmer, Jr. currently serves as our Construction Services Group Manager. Daniel (Danny) supervises the Fresno and Visalia field technicians and special inspectors. Danny has 11 years of experience as a special inspector and technician. He has been a materials testing project manager for the past five (5) years.

Danny has experience working with the following cities: Clovis, Corcoran, Fresno, Madera, Tulare, and Visalia.

Danny has experience working with the following counties: Fresno, Kings, Madera, and Tulare.

Neva Popenoe currently serves as our Geotechnical Group Manager. Neva is a California licensed professional Civil Engineer and California licensed Geotechnical Engineer with 15 years of experience in the geotechnical and materials testing industry. She received her Bachelor of Science degree in Civil and Environmental Engineering from California Polytechnic State University, San Luis Obispo in 2005. Neva's experience includes geotechnical investigations for more than 100 bridges in California. She also has experience with geotechnical investigations for foundations, sound walls, roadway embankments, and pavement investigations, including full depth reclamation using cement and cold in place design and construction. Neva also has experience with performing pavement condition index surveys and calculations.

Neva has experience working with the following cities: Arvin, Bakersfield, Clovis, Coalinga, Corcoran, Delano, Fresno, Hanford, Lancaster, Madera, Merced, Tulare, and Visalia.

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CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Neva has experience working with the following counties: Butte, Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Juaquin, San Luis Obispo, Santa Clara, Stanislaus, Tulare, and Yuba.

Christopher Helm currently serves as an assistant to Danny Palmer, Jr. as a Supervisory Technician. Christopher (Chris) oversees our nonspecial inspector field technicians. Chris has 24 years of experience as a field technician. His experience with soil compaction testing, concrete sampling, asphalt compaction testing, and asphalt aggregate sampling. Chris has worked for BSK since 1998.

Chris has experience working with the following cities: Bakersfield, Clovis, Delano, Dinuba, Fresno, Hanford, Madera, Porterville, Tulare, and Visalia.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT125 AGG, GEN, and HMA, PCC, CT231, CT504, CT518, CT539, CT540 CT543, CT556, CT557, ACI Concrete Field-Testing Technician-Grade 1, ACI Adhesive Anchor Installation Inspector, Nuclear Gauge Certified

Geronimo Fegalquin currently serves as a Technician and Special Inspector. Geronimo has six (6) years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing.

Geronimo has experience working with following cities: Arvin, Bakersfield, California, Delano, Lamont, Lost Kevin has experience working with Kern County.

Geronimo has experience working with Kern County.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT125 AGG and HMA, CT231, CT504, CT518, CT523, CT524, CT539, CT540, CT543, CT556, CT557, ICC-Fire Proofing, Soils, and Reinforced Concrete, ACI Concrete Field-Testing Technician-Grade 1, Nuclear Gauge Certified

Jesus Flores currently serves as a Technician. Jesus has 10 years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing.

Jesus has experience working with following cities: Arvin, Bakersfield, California, Delano, Lamont, Lost Hills, McFarland, Ridgecrest, Taft, Tehachapi, and Wasco.

Jesus has experience working with Kern County.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT 125 AGG, BIT, and HMA, CT231, CT504, CT518, CT533, CT539, CT540, CT543, CT556, CT557, ICC-Soils, ACI Concrete Field-Testing Technician-Grade 1, Nuclear Gauge Certified

Kevin Wall currently serves as a Senior Technician. Kevin has 20 years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing.

Kevin has experience working with following cities: Arvin, Bakersfield, California, Delano, Lamont, Lost Hills, McFarland, Ridgecrest, Porterville, Taft, Tehachapi, Wasco, and Woodlake.

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CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Kevin has experience working with Kern County.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT 125 AGG and HMA, CT231, CT375, CT504, CT518, CT523, CT533, CT539, CT540, CT543, CT556, CT557, ICC-Soils, ACI Concrete Field-Testing Technician-Grade 1, ACI Masonry Field Testing Technician, Nuclear Gauge Certified

Michael Piccolotti currently serves as a Senior Technician and Construction Resident Inspector. Michael (Mike) has approximately 15 years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing. Mike has also worked as a Construction Observer, and we have utilized him to serve our clients as an on-site Resident Civil Inspector.

Mike has experience working with following cities: Alpaugh, Arvin, Big Bear, Bakersfield, California, Cutler-Orosi, Delano, Fresno, Lamont, Lost Hills, Merced, McFarland, Hanford, Ridgecrest, Porterville, Tehachapi, Ventura, Wasco, and Woodlake.

Mike has experience working with Fresno Madera, Kern, and Merced Counties.

[Caltrans Certified for: Material Sampling and Compaction Testing]

CT125 AGG, BIT, and HMA, CT231, ICC Soils, ACI Concrete Field-Testing Technician-Grade 1, Nuclear Gauge Certified

Blaine Mayo currently serves as our Fresno Materials Laboratory Supervisor. Blaine has three years of experience with materials testing services. He has experience with laboratory testing of soil, concrete, asphalt, masonry, and rebar. He has experience with sampling and testing soil and concrete in the field. Blaine has recently completed his course work requirement for obtaining his Bachelor's of Science degree in Civil Engineering. He has obtained his Engineer-In-Training (EIT) certification.

We have included copies of our field technicians' certifications in Appendix A.

[Caltrans Certified for: Material Sampling and Aggregate Laboratory Testing]

JTCP AGGREGATES, ACI Concrete Field-Testing Technician-Grade 1, ACI Concrete Strength Technician, ACI Aggregate Testing Technician-Level 1, Nuclear Gauge Certified

Fresno Laboratory: AASHTO T11, T27, R47, R76, T84, T85,T96, T166, T176, T209, T210, T248, T225, T269, T275, T304, T308, T329, T335, CT105, T106, CT125 ADMIX, AGG, BIT, CEM, HMA, CT201, CT202, CT205, CT206, CT207, CT211, CT216, CT217, CT226, CT227, CT229, CT231, CT234, CT235, CT304, CT308, CT309, CT370, CT375, CT382, CT504, CT518, CT521, CT533, CT539, CT540

Bakersfield Laboratory: CT105, CT106, CT125 ADMIX, AGG, BIT, GEN, HMA, PCC, CT201, CT202, CT204, CT205, CT206, CT207, CT212, CT213, CT216, CT217, CT226, CT227, CT229, CT231, CT234, CT235, CT301, CT375, CT504, CT518, CT521, CT521, CT523, CT524, CT533, CT539, CT540, CT543, CT556, and CT557

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Livermore Laboratory: AASTHO T11, T27, R47, R76, T84, T85, T96, T166, T176, T209, T210, T255, T269, T275, T283, T304, T308, T312, T324, T329, T335, CT105, CT106, CT125 AGG, BIT, GEN, and HMA, CT202, CT204, CT205, CT206, CT207, CT211, CT212, CT214, CT216, CT217, CT226, CT227, CT229, CT231, CT234, CT235, CT301, CT204, CT308, CT309, CT366, CT367, CT370, CT371, CT375, CT382, CT384, CT504, CT518, CT521, CT223, CT533, CT540, CT543, CT556, CT557, and SP 2

We have included copies of our laboratory certifications in Appendix B

PROJECT EXPERIENCE

Project: Kern River Bridge Improvements
Agency: City of Bakersfield



Project Description: This project was the first phase of the Centennial Corridor project that will connect State Route 58 to the Westside Parkway. The project included the widening of two existing bridges that cross over the Kern River and Truxtun Avenue; these widened bridges will provide for the ultimate mainline freeway for both eastbound and westbound traffic on future State Route (SR) 58. The project also included the construction of the future westbound SR-58 off-ramp to Mohawk Street; this off-ramp requires the construction of two new bridges, one to cross over the Kern River and one to cross over Truxtun Avenue. Other improvements included widening of the existing on-ramp from Mohawk Street to eastbound SR-58 and installation of ramp metering facilities; storm drainage facilities including retention basins; traffic signal system modifications; a retaining wall along the future westbound SR-58 off-ramp to Mohawk Street; signing and striping improvements; replacement of the metal beam guardrail around the perimeter of the eastbound off-ramp to Truxtun Avenue with a concrete barrier; and makes various improvements to the existing Westside Parkway.

Key Staff: Adam Terronez, Project Manager; Craig Richardson, Field Technician; Christopher Helm, Field Technician
Funding: Federal and Local
BSK Contract Value: $823,600
Project Duration: June 2017 to November 2019

Project: Beltway Operational Improvements
Agency: City of Bakersfield



Project Description: This project improves safety and traffic operations along the State Route 58 corridor east of State Route 99 to Cottonwood Road, and at the State Route 99/Ming Avenue Interchange. The project consisted of operational improvements to interchange ramps and the construction of auxiliary lanes, retaining walls and sound walls. BSK provided source inspection, concrete sampling for structural and for pavement.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Key Staff: Adam Terronez, Project Manager; Michael Collins, Project Manager; Geronimo Fegalquin, Field Technician; Craig Richardson, Field Technician; Dante Majors, Field Technician
Funding: Federal and Local
BSK Contract Value: $421,000
Project Duration: August 2015 to October 2018

Project: Marsh Creek Road Bridge Replacement

Agency: Unincorporated Contra Costa County



Project Description: Located in the unincorporated area of east Contra Costa County between Clayton and Brentwood, the $4.9 million Marsh Creek Road Bridge Replacement project replaced an existing 29.5 ft. wide by 44.5 ft. long steel girder bridge with a new, wider, two-stage precast/pre-stressed wide-flange California Bulb Tee girder bridge. Each bridge abutment had either wingwall or retaining walls constructed in each corner of the bridge. The new bridge has two 12 ft. lanes and two 8 ft. shoulders. Several Accelerated Bridge Construction (ABC) techniques were utilized in an area which presented several environmental restrictions. The project area had 6,000 vehicles/day traveling along Marsh Creek Road. Construction was staged in four phases. This project was primarily funded by Federal Highway Bridge Replacement funding, Local Road funds, and SB-1 funds. The project was designed to Caltrans standards.

The project used high early strength concrete and concrete accelerants, and soil-cement backfill with geogrid. Additional elements included 22 ft. tall temporary soil-nail shoring walls, a soldier pile wall with concrete facing. The project team approved two special concrete mix designs, one with higher cement content and water reducers (Delvo), and another with concrete accelerant BASF MasterSet AC 534, which was pre-approved through Caltrans, achieving over 4,200 psi concrete in 3 days. As a subconsultant to Substrate, Inc., and under Hill International's direction, BSK's role in the project was to support source inspection of six – 88'3" long girders at Confab LLC in Lathrop, as well as Quality Assurance materials testing/special inspection of structural backfill, aggregate base, hot mix asphalt and structural concrete.

Key Staff: Timothy Rodriguez, Project Manager; Scott Orr, Field Technician
Funding: Federal and Local
BSK Contract Value: $49,900
Project Duration: June 2018 to December 2018

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Project: Alhambra Valley Road Washout and Culvert Repair

Agency: Contra Costa County



Project Description: Alhambra Valley Road is a major collector with the average daily trips equaling 2,862. It serves as an important commute route, providing access to deliver essential public services to the surrounding rural residential areas, as well as being a scenic highway popular among bicycle riders. Alhambra Valley Road at the Pinole Creek crossing completely washed out during a January 2017 storm event. The Pinole Creek watershed is a known steelhead spawning habitat. The repair constructed a single span, pre-cast, pre-stressed voided slab bridge – 60 ft. span by 40 ft. width, supported on concrete abutments on driven piles, roadway and channel excavation, imported borrow, rock slope protection, aggregate base, Hot Mix Asphalt, fencing, signing and striping. The new bridge accommodates two 12 ft. lanes and five 8 ft. shoulders for bicycles and pedestrians. The project was designed to make steelhead fish passage unimpeded.
Under a geotechnical engineering on-call services contract directly with Contra Costa County, BSK investigated the landslide and provided repair recommendations so the roadway could be restored. Recommendations included soldier pile and lagging, stitch piers, and landslide removal and slope reconstruction. As part of a separate on-call construction management contract, BSK provided materials testing services to include structural backfill, roadway subgrade and base material, hot mix asphalt and structural concrete

Key Staff: Timothy Rodriguez, Project Manager; Matthew Langstrom, Field Technician
Funding: Federal and Local
BSK Contract Value: $29,000
Project Duration: August 2017 to November 2017

Project: North Fork Roundabout

Agency: County of Madera

Project Description: : Construction of a new single-lane roundabout at the intersection of Road 225 and Road 274 in North Fork, California.

Key Staff: Andy Neufeld, Project Manager; Michael Piccolotti, Field Technician; Chris Helm, Field Technician
Funding: Federal-Engineer's Estimate $1,970,000
BSK Contract Value: $31,000
Project Duration: July 2019 – November 2019

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Project: Jaye Street Bridge at Tule River Rehab

Agency: City of Porterville

Project Description: Rehabilitation and widening of the Jaye Street Bridge to accommodate 4 through lanes of traffic from Springville Avenue to Date Avenue. Construction of a new reinforced concrete box culvert beneath the bridge to convey Hubbs-Miner Ditch, the continuation of the Tule River Parkway trail and replacement of a City owned water main.

Key Staff: Michael Collins, Project Manager; Nick Rossiter, Assistant Project Manager; Kevin Wall, Lead Technician: Geronimo Fegalquin, Field Technician; Jesus Flores, Field Technician; Craig Richardson, Field Technician
Funding: Federal
BSK Contract Value: $70,622
Project Duration: August 2016 to April 2018

Project: City of Woodlake S. Valencia Blvd. Improvement

Agency: City of Woodlake

Project Description: Soil and Aggregate Base Compaction Testing and HMA and HMA Aggregate Sampling and Testing from Bravo Avenue to 595 South Valencia Boulevard (approximately 3,000 feet)

Key Staff: Michael Collins, Project Manager; Michael Piccolotti, Field Technician; Christopher Helm, Field Technician
Funding: Measure R and Minor SHOPP
BSK Contract Value: $8,000
Project Duration: October 2018 to January 2019

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

The work we perform on this project will comply with the Caltrans' 2008 *Quality Assurance Program (QAP) Manual for Use by Local Agencies*, which the County of Mariposa has adopted as their QAP.

We are familiar with Caltrans test methods and laboratory procedures.

We plan to conform to the QAP, Appendix B when it comes to obtaining sample sizes, sampling and testing frequencies, and sample and test procedures for obtaining samples and performing field and laboratory tests.

Our scope of services on this project will include the following:

- observe the spread footing abutments;
- perform compaction testing of fill soil, wall backfill, foundation, and pavement subgrade;
- assist with monitoring the placement of asphalt uniformity, thickness, temperature and asphalt compaction testing;
- sample asphalt from the field or from the plant for laboratory acceptance testing;
- sample asphalt aggregate from the plant for laboratory acceptance testing;
- sample concrete aggregates, admixtures, additives, and cementitious material and hold or test from local source or plant*(See Note 1 and Note 2)
- sample and test freshly mixed structural concrete in the field; and
- perform laboratory tests on concrete samples.

Note 1: Our materials laboratories do not the equipment or experience to perform laboratory tests on cement, fly ash, air entrained admixtures, or water reducers. We would either exclude that from our scope or contract with a subconsultant laboratory if testing is necessary.

Note 2: Our analytical laboratory can perform chloride and sulfate content on the concrete water.

We plan to use our Fresno laboratory to perform the testing on this project. We will utilize our Livermore laboratory to prepare the asphalt specimen for bulk specific gravity and perform stability tests because we do not have an operating kneading compactor in our Fresno laboratory. We will also use our laboratory in Livermore or Bakersfield laboratory as backup to our Fresno laboratory. When we use our Livermore or Bakersfield laboratory, we will not charge you for the shipping charges.

TECHNICIAN ASSIGNMENT

Generally, we assign the same technician to the same project for consistency. If we receive at least 24-hours notice from the County's authorized representative, we can increase the chances of us providing the same technician. However, we have other technicians who are certified and experienced to provide backup, on a temporary basis, to our primary technician, until he returns to the project.

Our Project Manager, Michael Collins, will oversee the project and will be the County's primary contact for this contract, and along with the assistance of On Man Lau, oversee the technical aspects of the project. Michael will also monitor the budget and communicate with the County the status of our monthly charges with respect to the projects' budgets.

We also have a Dispatcher, Mark Leyva, whom the County can contact to schedule the service of our technicians. Our Dispatcher is dedicated to receiving scheduling calls and assigning the appropriate technician to the job.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

RESPONSE TIME

We realize the importance of timely service -- from a quick response to requests for cost estimates for Task Orders -- through prompt and accurate dispatch, reporting of test results, and addressing any non-conformance items.

Many agencies choose to issue service requests for task orders on a day-to-day basis. When this is the case, our Project Manager, Michael Collins, will work with our Dispatcher to coordinate testing services. We typically request a 24-hour lead time for scheduling requests but are often able to support "emergency" requests with as little as a 4-hour notice. Our dispatcher, Mark Leyva, is well-versed in the qualifications of the technicians we need to provide for specific types of inspections and tests.

Our Engineering Manager, On Man Lau, and our Project Manager, Michael Collins, will review the field and laboratory test reports on this contact. Our standard process for report distribution is through email, though we are happy to accommodate a project-specific document control system at the County's request. **Our Field Technicians can digitally sign their Field Reports using BSK's automated report processing and distribution system, MetaField©, and can email to the project team by the day following the date that the service is provided.**

It has been our experience with public works projects that the volume and pace of work rise and fall over the course of the year. Although, the potential for emergency work is present throughout the year, projects that have longer durations, have been in planning for a significant time or may be sensitive to poor weather, tend to begin earlier in the year and extend into or through the summer months. Late summer and fall months lend themselves to the "paving season" and often result in an increase in service needs. The service needs required for the materials testing and inspection services for the County will be truly dependent on the types of projects, pace of work, and quantity of concurrent task orders issued. Our experience with similar public agency on-call contracts is that service needs may require anywhere from 1 to 3 staff members at any given time. We are prepared to support this workload with additional staff as required.

EQUIPMENT

The level of professionalism we value at BSK is such that we replace and discard poorly operating equipment. We calibrate our nuclear gauges, concrete testing equipment, and our laboratory testing equipment at the minimum frequencies that the respective test methods require.

Our Field Technicians use nuclear density gauges to perform soil and aggregate base and asphalt compaction tests. They use slump or "Kelly Ball" for testing the workability of concrete, pressure meters for normal and heavy weight concrete air content, thermometers for determining concrete temperature, and unit weight bucket for determining unit weight and yield values of concrete.

Our Field Technicians use temperature probes and infrared guns to determine asphalt temperature and quartering devices for splitting asphalt samples to smaller sizes.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

QUALITY ASSURANCE/QUALITY CONTROL REVIEW AND REPORT FORMS

We perform our operations, management, inspections, materials testing and inspection, and reporting in accordance with our Quality Control Manual and in accordance with our Caltrans Quality Control Manual where Caltrans Test Methods are employed. As part of our AASHTO accreditation process, AASHTO reviews and evaluates these documents and procedures (referencing ASTM E-329). Caltrans references our Caltrans Quality Control Manual for Caltrans Certification process.

As a requirement of our accreditation process, we evaluate our field and laboratory staff and provide them with documented in-house training. Our technical supervisors evaluate, and responsible engineers evaluate our technical proficiency to ensure our staff perform in accordance with applicable standards. We audit our Subconsultants for conformance with BSK's internal quality control program, and Subconsultant deliverables undergo the same review process as BSK's direct products.

Our internal quality program requires a dual review of all client deliverables. For the County of Mariposa contract, Michael Collins and On Man Lau, PE, GE, will review daily field reports and laboratory testing reports and track any non-conformance items while addressing resolutions throughout the construction process. We will immediately communicate Non-conforming test results to the designated County contact. We will email laboratory test results following review of the test results by Michael Collins. Upon completion of each project, we will provide the County with final reports for timely project closeout.

It has been our experience in support of the public sector that timely turnaround of test results is critical to a project's success and the communication between our team, our client, and the contractor. This is one of the primary focuses of our team, specifically our project manager, dispatcher, and laboratory manager. As such, we work to develop relationships and promote open and frequent communication with the County's representative, while our laboratory works to ensure timely delivery of test results in accordance with industry standards and the Caltrans Construction Manual.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

EXAMPLES OF DELIVERABLES

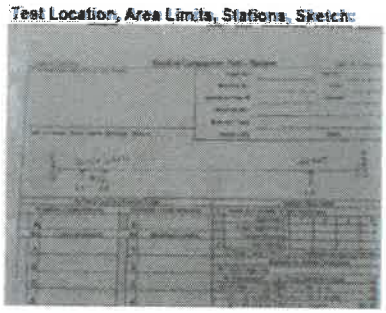
Example test reports for most of the tests listed in Attachment B – Price Schedule, Special Inspections and Materials Testing Services, are provided below. Please note that our in-house laboratory can perform all the tests, including CTM 367. CTM 367 is a series of several tests utilized for hot mix asphalt mix design development and would include several reports. Therefore, because of the page limitation, we have excluded a report for this item. Also, Caltrans now observes ACI/ASTM test methods for concrete field sampling and testing.

Item 1 - CTM 231 – Method of Test for Relative Compaction of Untreated/Treated Soils/Aggregates

State of California Relative Compaction Test Using a Nuclear Gauge - Test Method 231

Gauge Number: 6397 — Sample Number: 4017
Technician: David Eckhardt — Sample Date: 07/12/2019
Non-Bias Plan #: 4 — Depth: 10
Material Number: 1 — Material Type: SM Silty Sand

Test Location, Area Limits, Stations, Sketch:



In-Place Test by Nuclear Gauge

	Standard Count Density		Standard Count Moisture
A.	36957	B.	9966
	Count or Density		Moisture Count
1:	23470	1:	1366
2:	23841	2:	2042
3:	25597	3:	1700
4:	0	4:	0
5:	0	5:	0
BΣ:	72908	FΣ:	5108
CΣ	24303	G Σ	1703

Count Ratio=C/A: 0.66 — Count Ratio=G/E: 0.171

D. Av. Density (g/cc): 1.87 — H. Ave. Moisture (g/cc): 0.81

Calculated Percent Relative Compaction (Nearest 0.1%): 91.7 — Density Spec: 90
Percent Relative Compaction (Nearest Whole Number): 92 — Result:

*D/U for ≤ 10% + 3/4 in. agg. and D/V for > 10% + 3/4 in. agg.

If Common Test Maximum is Used — Moisture: — Density:
From Tests: — Dated:

Impact Test Data

I. Initial Wet Weight of Test Specimen:
Impacted By: Randy Cortez — Date: 07/15/2019

Specimen Data

Specimen:	1	2	3
Water Adj. (g):	88	132	176
Tamper Reading:	10.3	10.2	10.6
J. Wet Density (g/cc):	2.02	2.04	1.87

J From Table 1 of CT 216 - Highest Density is Test Maximum

Sample for Rock Correction
K + 3/4 in. Agg. Adj.

% Adjustment	
20 or less	1.00
21-25	0.99
26-30	0.98
31-35	0.97
36-40	0.96
41-45	0.95
46-50	0.94

L. Total Sample Weight (g):
M. +3/4 in. Wt in Air:
N. +3/4. Wt in Water:
O. +3/4 in Volume:
P. % of 3/4 in.:
Q. % of -3/4 in:
R. Density of + 3/4 in.:
S. % + 3/4 in / Den of + 3/4 in:
T. % -3/4 in. / Den of -3/4 in.:
U. Sum of S and T:
V. Adjusted Density:

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

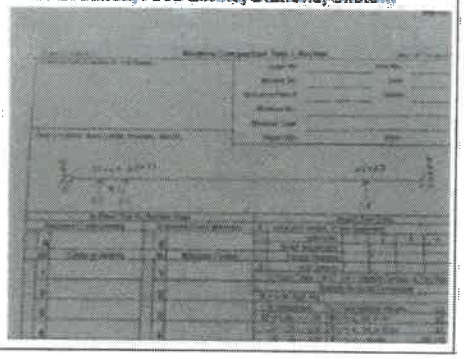
Item 2 - CTM 216 – Method of Test for Relative Compaction of Untreated/Treated Soils/Aggregates

State of California Relative Compaction Test - Test Method 216

Location: Subgrade - Existing
Location Details: Access road for haul trucks in future fill slope for basin and pedestrian NE ramp area
Material: SM Silty Sand

Test No.: 1
Sampled By: David Eckhardt
Sample Date: 07/12/2019
Sample From: test locations 1, 2, and 3

Test Location, Area Limits, Stations, Sketch:



SAND VOLUME DATA

A. Initial Wt. of Sand (g):	
B. Wt of Residue (g):	
C. Wt of Sand Used:	0
D. Cone Correction (g):	
E. Wt. of Sand in Hole:	0
F. Sand Density:	
G. Volume of Hole:	
H. Wet Density (g/cc):	

Impact Test Data

Test Completed Date: 07/15/2019
I. Initial Wet Weight of Test Specimen (g): 2200

Specimen Data

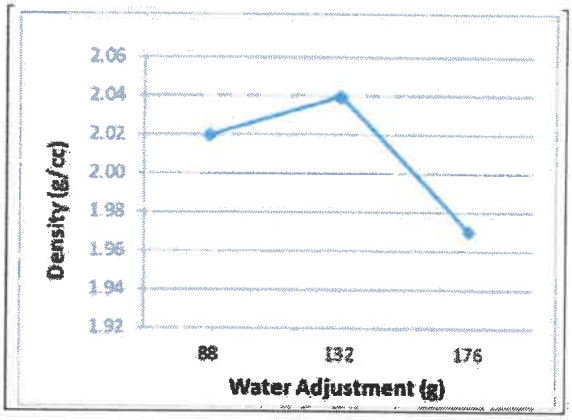
Increment:	1	2	3
Water Adj. (g):	88	132	176
Tamper Reading:	10.3	10.2	10.6
Adj. Wet Den (g/cc):	2.02	2.04	1.97

ROCK CORRECTION

L. Total Sample Weight (L):	
M. +3/4-inch Weight in Air:	
N. +3/4-inch Weight in Water:	
O. +3/4-inch Volume:	
P. % +3/4-inch:	
Q. % -3/4-inch:	
R. Density of + 3/4-inch:	
S. (% +3/4-inch)/Density of +3/4-inch:	
T. (% -3/4-inch) / Density of -3/4-inch:	
U. Sum of S and T:	
V. Average Adjusted Wet Density:	

Percent Relative Compaction* — Spec: 90 — Pass: Fail:

*(H/K) for 10% or less + 3/4-inch; (H/V) for > 10% + 3/4 in.



In-Place Wet wt.:	Test Spec Wet Wt. (opt.):
In-place Dry wt.:	Test Spec. Dry Wt.:
In-Place Water:	Test Spec. Water:
In-place % Water:	Test Spec % Water:
Moisture Correction:	
Moisture Correction in excess of Opt. +1%:	% Moisture by CMT 226:

+3/4-in. Aggregate Adjustment (Y)

% +3/4-in (P)	Adjustment
20 or less	1.00
21-25	0.99
26-30	0.98
31-35	0.97
36-40	0.96
41-45	0.95
46-50	0.94

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 3 - CTM 202 – Method of Test for Sieve Analysis of Fine and Coarse Aggregates

BSK ASSOCIATES

Livermore
3990 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-316-3151
Fax: 925-315-3152

Aggregate Sieve Analysis

Report #: ASA-000001

Client:
Drake Haglan & Associates
11060 White Rock Rd
Rancho Cordova, CA 95670

Project:
C1925161L (285146)
City of Manteca SR-120/Union Road
SR-120 & Union Road
Manteca, CA

CT 202

Sample Weight (g): 518.1

Sieve Size	Weight Retained (g)	Cumulative Weight (g)	Percent Retained (%)	Percent Passing (%)	Operating Range	Meets Operating Range	Contract Compliance	Meets Contract Compliance
3/8"	0.0	0.0	0.0	100.0				
#4	3.5	3.5	0.7	99.3				
#8	5.1	8.6	1.7	98.3				
#16	5.3	13.9	2.7	97.3				
#30	9.1	23.0	4.4	95.6				
#50	80.1	83.1	16.0	84.0				
#100	149.3	232.4	44.9	55.1				
#200	71.7	304.1	58.7	41.3				

Test Completed By: Nicholas Shelly
Test Completed Date: 08/22/2019
Approved By: Randy Cortez
Approved Date: 08/22/2019

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 4 - CTM 205 – Method of Test for Determining Percentage of Crushed Particles

BSK ASSOCIATES

Livermore
399 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-315-3151
Fax: 925-315-3152

Percent of Fractured Particles

Report #: RPT-020551

Client:
Kite Vista Solutions
<Default>
Richmond, CA 94806

Project:
C1703961L
As-S On-Call Materials Testing North Bay
Cal Trans District 4
Napa City, CA 99999

Technician: Nicholas Shelly
Sample Location: Stockpile
Description: 3/4" HMA-GP WMA
Lab ID: BSK Livermore

Sample Date: 09/12/2019
Sample Number: 5068

CT 205

Coarse Percent Crushed Tests

Size Fractions	Cumulative Percent Passing (%)	Individual Percent Retained (%)	Mass of Crushed Face 1 (g)	Mass of Crushed Face 2 (g)	Mass of Sample (g)	1 Face Percent Crushed Particles (%)	2 Face Percent Crushed Particles (%)	1 Face Individual Percent Crushed Particles (%)	2 Face Individual Percent Crushed Particles (%)
3/4" x 1/2"	90	10	999.8	998.8	1000.2	100	98	10	10
1/2" x 3/8"	87	13	500.0	496.2	500.0	100	99	13	13
3/8" x #4	75	25	100.8	97.1	100.8	100	96	25	24
	Total:	48					Total:	48	47

% Crushed Coarse Fraction

1 Face Percent Coarse Fraction (%)	100
2 Face Percent Coarse Fraction (%)	98

Fine Percent Crushed

4x8 Size Fraction	4x8 Cumulative Percent Passing (%)	4x8 Individual Percent Retained (%)	4x8 Mass of Crushed 1 Face (g)	4x8 Mass of Crushed (g)	4x8 Mass of Sample (g)	4x8 Percent Crushed Particles (%)
#4 x #8	74	26	98.80	98.9	100.8	98

Percent Fine Crushed Fraction (%): 98

Test Completed By: Nicholas Shelly
Approved By: Randy Cortez

Test Completed Date: 09/12/2019
Approved Date: 09/12/2019

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 5 - CTM 217 – Method of Test for Sand Equivalent

BSK ASSOCIATES

Livermore
399 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-315-3451
Fax: 925-315-3152

Sand Equivalent Test

Report #: SET-000001

Client:	Project:
Stanislaus County Public Works Public Works Modesto, CA 95358	C182066 IL Geer Road & Whitmore Avenue Intersection Geer Road & Santa Fe Avenue No City, CA 99999

Sampled By: Scott Orr
Sample Date: 11/05/2018
Sample Location: Santa Fe Aggregates
Sample Number: 1312
Description: 3/4" HMA Type A with 15% RAP (WNT34RAPHV7010)
Lab ID: BSK Livermore

CT 217
Test Date: 11/06/2018

Trial Number	1	2	3
Clay Reading	5.2	5.1	5.1
Sand Reading	3.4	3.3	3.4
Sand Equivalent	65	65	67

Average Sand Equivalent: 66

Operating Range: 47

Meets Operating Range Specification: Yes

Test Completed By: Nicholas Shelly
Test Completed Date: 11/06/2018
Approved By: Randy Cortez
Approved Date: 11/06/2018

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Material Testing

SCOPE OF WORK

Items 6 and 7 - CTM 308 – Method of Test for Determining Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt. CTM 366 – Method of Test for Stabilometer Value

The results of these two test methods are presented below as combined test results.

BSK ASSOCIATES
Livermore
399 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-315-3151
Fax: 925-315-3152

Stability with Wax Coated Bulk SPG

Report #: SWCBSG-000001

Client:
Stanislaus County Public Works
Public Works
Modesto, CA 95358

Project:
C18Z0961L
Geer Road & Whitmore Avenue Intersection
Geer Road & Santa Fe Avenue
No City, CA 99999

Technician: Scott Orr
Sample Date: 11/05/2018
Source: Teichert HMA plant in Winton, Ca
Sample Number: 1309
Mix: WNT34RAPHV7010
Sample Location: Teichert Winton QC

Description:
I informed Teichert QC I needed adequate samples to perform all the tests they plan to perform. Teichert QC sampled the HMA and binder.

Lab: BSK Livermore

CT 366 / CT 309

Stabilometer A/C

Mold Number	1	2	3
Height of Briquette	2.58	2.58	2.56
500	9	9	8
1000	14	13	14
2000	19	20	21
3000	24	26	27
4000	30	32	33
5000 (400 psi)	37	38	38
6000	43	45	45
Turns Displacement	3.32	3.38	3.40
Uncorrected Stability	40	38	38
Corrected Stability	40	38	38

The results relate only to the items inspected or tested.
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Page 1 of 2

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

ASSOCIATES
Livermore
399 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-315-3151
Fax: 925-315-3152

Stability with Wax Coated Bulk SPG

Report #: SWCBSG-000001

Client:
Stanislaus County Public Works
Public Works
Modesto, CA 95358

Project:
C18209611
Geer Road & Whitmore Avenue Intersection
Geer Road & Santa Fe Avenue
No City, CA 99999

Specific Gravity

Sample Thickness	2.6	2.6	2.6
Weight in Air	1258.2	1256.5	1226.7
Weight Wax Coated	1279.8	1275.3	1245.9
Weight in Water	726.5	727.7	710.5
Specific Gravity	2.377	2.386	2.386
Unit Weight	147.9	148.5	148.5

Air Voids

Bulk Specific Gravity	2.377	2.386	2.386
Maximum Specific Gravity	2.458	2.458	2.458
Air Void Percent	3.30	2.93	2.93

Averages

Average Corrected Stability	39
Average Specific Gravity	2.383
Average Unit Weight	148.3
Average Air Void Percent	3.05

Test Completed By: Nicholas Shelly

Test Completed Date: 11/07/2018

Approved By: Randy Cortez

Approved Date: 11/07/2018

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Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 8 - CTM 382 – Determination of Asphalt Content of Bituminous Mixtures by the Ignition Method

ASSOCIATES
Livermore
399 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-315-3151
Fax: 925-315-3152

Oil Content Ignition

Report #: OCI-000001

Client:
Stanislaus County Public Works
Public Works
Modesto, CA 95358

Project:
C1820861L
Geer Road & Santa Fe Avenue Intersection
Geer Road & Santa Fe Avenue
No City, CA 99999

Technician: Ken Clark
Sample Date: 11/12/2018
Source: George Reed Inc.
Sample Number: 1378
Mix: 21100
Sample Location: NB Santa Fe Ave. Between Geer Rd. and Service Rd.
Tonnage: 231.620
Description: 3/4" HMA
Lab: BSK Livermore

CT 382

Furnace Temperature Set Point (C): 538

M_b Mass of Sample Basket(s) and Catch Pan (g)	3018.7
$M_{initial}$ Initial Mass of Sample, Sample Basket(s), and Catch Pan (g)	5033.3
M_1 Initial Mass of Sample (g)	2013.6
M_2 Final Mass of Sample, Sample Baskets, and Catch Pan After Ignition (g)	4905.4
Total Ignition Time (minutes)	43
Moisture Content	0.00
Correction Factor	0.54
AC By Total Weight of Mix (%)	5.81
AC By Aggregate Weight (%)	6.24

Test Completed By: Reza Dineli
Test Completed Date: 11/13/2018
Approved By: Randy Cortez
Approved Date: 11/14/2018

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 9 - CTM 375 – Determining the In-Place Density and Relative Compaction of Hot Mix Asphalt Pavement Using Nuclear Gauge

BSK ASSOCIATES

California Test 375

DENSITY AND RELATIVE COMPACTION OF IN-SITU ASPHALT CONCRETE

PROJECT	Tested By: S. Orr	Lot Number	Date: 12/18/2019
Contra Costa County	Aggregate Source:	Antioch Building Materials	
Marsh Creek Road Bridge	AC Mix Number:	0026 - 1/2" rHMA	
BSK Job# C18-141-6 IL	Lane Number:	EB Approach	
	Lift Number:	2	
	Lift Thickness, in:	2"	

NUCLEAR DEVICE		TEST AREA LIMITS	
Date of last Calibration:	2/19/2019	(B) Start Station:	337 + 85
Model & I.D.:	MC1-DRP & 8447	(C) Finish Station:	333 + 10
(A) Standard Count:	14800	(D) Length (C - B), ft:	470
Setting: Entered Depth Used*	BS	(E) Lane Width, ft:	12
*Must match what is used during calibration.		(F) TMD (Volume calc, tph):	when pcc = (166 + tph)

FIELD NOTES AND CALCULATIONS

On-site for periodic QA HMA compaction testing and sampling per Project Inspector Gus Zuniga. The contractor, Vintage Paving, is paving 0.15' of 1/2" rHMA for all lanes of Marsh Creek Rd on the East and West side of the bridge. HMA samples were taken for QA testing per Caltrans section 39. Testing performed QC and provided me with (2) 4" cores.

COLUMN		RANDOM NUMBER					TABLE # 2		BLOCK # 3		
(G) Left (Longitudinal Location)		0.081	0.239	0.470	0.732	0.952					
(H) Right (Transverse Location)		0.832	0.842	0.280	0.721	0.947					
TEST SITE LOCATIONS		1	2	3	4	5	6	7	8	9	10
(I) Longitudine, Distance from Start (I x @ intervals up to whole ft)		38	134	221	344	419					
(J) Station (I + B)		337+42	336+46	336+59	336+36	333+61					
(K) Transverse Distance from Edge (E x H, ft)		5	7	1	9	11					
(L) Nuclear Reading	a	N/A	N/A	N/A	N/A	N/A					
(Field Count)	b	N/A	N/A	N/A	N/A	N/A					
(M) Count Ratio (L / A_s)	a	N/A	N/A	N/A	N/A	N/A					
	b	N/A	N/A	N/A	N/A	N/A					
(N) Density (pcf)	a	149.2	153.4	147.5	153.5	147.9					
(round to nearest 0.5 pcf)	b	150.7	155.2	145.9	155.2	149.4					
	Avg	152.2	151.4	146.1	151.7	148.7					

(O) Average In-Place Density (all Sites), pcf	149.8	(R) FTMD (CT 308 "A" or Corrected "C"), pcf	N/A
After Exclusions (test strips only)	N/A	(S) Correlation Factor (Part 5, G) and Date	N/A
(P) Conversion Factor (device to cores)	0	(T) LTMD or Corrected FTMD (R x S), pcf	159.90
(Q) Corrected In-Place Density (O + P), pcf	149.8	(U) Relative Compaction (Q / T), %	93.8%

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 10 - CTM 211 – Abrasion of Coarse Aggregate by Use of LA Abrasion Testing Machine

ASSOCIATES
Livermore
399 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-315-3151
Fax: 925-315-3152

LA Rattler

Report #: LAR-000001

Client:	Project:
Alta Vista Solutions <Default> Richmond, CA 94806	C17039611L AVS On-Call Materials Testing North Bay Cal Trans District 4 No City, CA 99999

Technician: Nicholas Shelly
Description: 3/4" HMA-SP WMA
Sample Location: Stockpile
Lab ID: BSK Livermore

Sample Date: 09/12/2019
Sample Number: 5068

CT 211

Grading Used: C
Mass of Original Sample (g): 5000.3

100 Revolutions	500 Revolutions
Mass Retained (g): 4711.5	Mass Retained (g): 3973.7
Percent Loss (%): 5.8	Percent Loss (%): 20.5

Ratio of Loss: 0.28

Test Completed By: Nicholas Shelly
Approved By: Randy Cortez

Test Completed Date: 09/12/2019
Approved Date: 09/12/2019

Item 11 - ASTM D4791 – Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

ASSOCIATES
Livermore
399 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-315-3151
Fax: 925-315-3152

Flat and Elongated Particles

Report #: FE-000002

Client:	Project:
Alta Vista Solutions <Default> Richmond, CA 94806	C17039611L AVS On-Call Materials Testing North Bay Cal Trans District 4 No City, CA 99999

ASTM D4791

Sample Number: 5068
Supplier: Syar
Location: Stockpile
Sample Date: 09/12/2019
Received Date: 09/12/2019
Tested Date: 09/12/2019

Sampled By: Client
Lab: 399 Lindbergh Ave. Livermore, CA, 94551

Laboratory Data

Method: Method A
Dimensional Ratio: 5:1

Sieve Size	Percent of Total Sample	Elongated Particles (%)	Flat Particles (%)	Both Flat And Elongated Particles
1/2 inch (12.5 mm)	11	0.0	.0	.0
3/8 inch (9.5 mm)	12	0.0	.0	.0
#4 (4.75 mm)	29	0.0	.0	.0

Total Flat Only (%): 0.0
Total Elongated Only (%): 0.0
Total Both Flat And Elongated (%): 0.0

Test Completed By: Randy Cortez
Approved By: Randy Cortez

Test Date: 09/13/2019
Approved Date: 09/12/2019

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 12 - CTM 301 – Method of Test for Determining the Resistance "R" Value

BSK ASSOCIATES

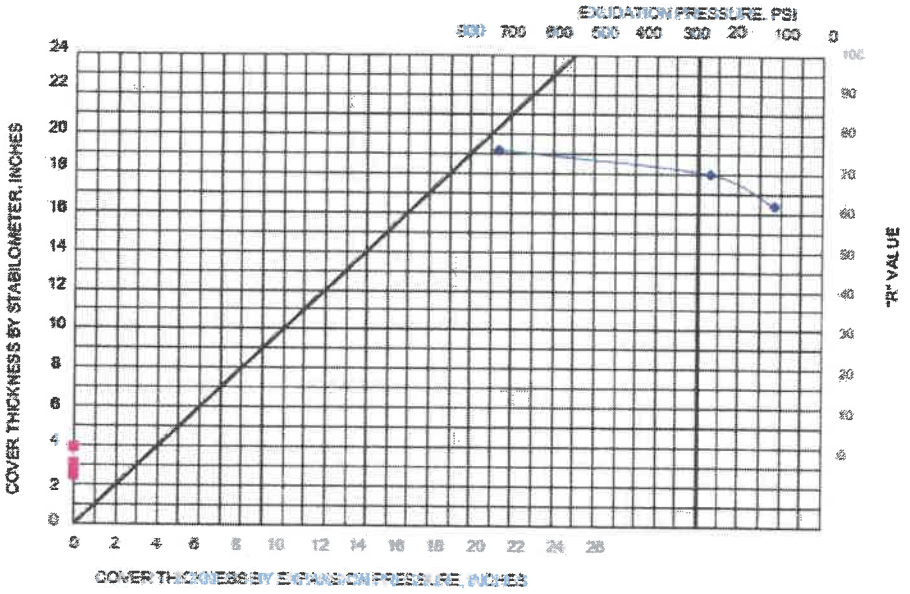
R-Value Test

399 Lindbergh Ave
Livermore, CA 94551
Ph: (925) 315-3151
Fax: (925) 315-3152

Caltrans Test Method 301

Project Name: City of Manteca SR-120/Union Road
Project Number: C19251161L
Sample Source:
Lab Tracking ID: 6784
Sample Location:

Sample Date: 1/6/2020
Sample By: SO
Test Date: 1/7/2020
Report Date: 1/8/2020
Tested By: RC



Sample Description: Yellowish brown sand

SPECIMEN	A	B	C
EXUDATION PRESSURE, LOAD (lb)	2840	3390	1460
EXUDATION PRESSURE, PSI	783	270	116
EXPANSION, * 0.0001 IN	0	0	0
EXPANSION PRESSURE, PSF	0	0	0
STABILOMETER PH AT 2000 LBS	27	33	42
DISPLACEMENT	3.90	4.08	4.37
RESISTANCE VALUE 'R'	76	70	62
'R' VALUE CORRECTED FOR HEIGHT	76	70	62
% MOISTURE AT TEST	8.9	9.3	9.7
DRY DENSITY AT TEST, PCF	122.9	122.5	122.1
'R' VALUE AT 300 PSI EXUDATION PRESSURE	71		
'R' VALUE BY EXPANSION PRESSURE TI = 4.0, GF=1.50	N/A		

Remark:

Reviewed By: JKA

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 13 and 14 - CTM 521 / 539 / 540 and CTM 556 – Method of Test for Compressive Strength of Molded Concrete Cylinders, Method of Test for Sampling Fresh Concrete, Method of Test for Making, Handling, and Storing Concrete Cylinders, and Method of Test for Slump of Fresh Portland Cement Concrete

BSK ASSOCIATES

Livermore:
300 Ledbergh Avenue
Livermore, CA 94551
Phone: 925-315-3151
Fax: 925-315-3152

Compressive Strength of Concrete

Test Method: ASTM C 39

Report Date: 2/4/2020
Sample: 4531

Client:
AECOM
ACCOUNTS PAYABLE
Fresno, CA 93720

Project:
C1922461S
AECOM- Centennial Corridor Mainline Proj
Westside Parkway
Bakersfield, CA 93308

Sample Details

Set #:	1	Technician:	Jim Auser	Batched:	11:44 PDT
Specimen Size:	6" X 12"	Cast By:	Jim Auser	Sampled:	12:00 PDT
Specimens In Set:	4	Date Cast:	08/13/19	Cast:	12:10 PDT
Truck / Ticket #:	3 / 96468	Sampled From:	Chute	Truck Empty:	12:15 PDT
Contractor:	Kie-Con	Placement Method:	Chute	Placement Time:	31 (min)

Location

Placement Location:	Bridge - Piles
Location Details:	Kie-Con Antioch Plant
Sample Location / Notes:	32 precast prestress piles

Batch Log

Supplier:	Kie-Con	Mix Design:	CT90-V41
Plant:	Antioch - 3551 Wilbur Avenue		
On-Site Admixtures:	None		

Specifications

Strength:	4000 (psi)
Slump:	2 - 8 (in)

Field Measurements

Weather:	Clear	Slump (in):	5-1/2 (ASTM C143)	Plastic Unit Weight:	
Air Temperature (F):	55	Concrete Temp (F):	65 (ASTM C1064)	Air Content:	
				Load Volume:	4 (yd³)

Lab Test Results

Specimen Number	Test Age Days	Test Date	Field / Lab Cure Days	Average Cylinder Diameter (in)	Cylinder Area (in²)	Max Load (lbs)	Strength (psi)	Fracture Type	Break Remark	Capping Method
1-1	7	08/20/19	1 / 6	6.00	28.27	164,990	5,840	3	CT	N
1-2	28	09/10/19	1 / 27	6.00	28.27	199,700	7,070	2	CT	N
1-3	28	09/10/19	1 / 27	6.00	28.27	208,230	7,300	2	CT	N
1-4	56 R	10/08/19	1 / 55						CT	

Test Age Average Strengths, (psi): 28 Day - 7185

CT: Materials were sampled in accordance with the requirements of CTM 540 and tested in accordance with CTM 521
Tested By: Christopher Garrido (1,2,3); Ireneo Bueno (4)
Checked In : 08/14/2019 (1,2,3,4)

Capping Methods

N: Unbonded Caps (ASTM C1231)

TYPE 1 TYPE 2 TYPE 3 TYPE 4 TYPE 5 TYPE 6

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Page 1 of 1

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 15 - CTM 533 – Method of Test for Ball Penetration in Fresh Portland Cement Concrete

BSK ASSOCIATES
Bakersfield
700 22nd Street
Bakersfield, CA 93301
Phone: 661-327-4911
Fax: 661-324-4218

Concrete Activity Report

Client:
AECOM
ACCOUNTS PAYABLE
Fresno, CA 93720

Project:
C19224513
AECOM- Centennial Corridor Mainline Proj
Westside Parkway
Bakersfield, CA 93308

General Information

Date: 08/22/2019

Work Performed: Concrete Sampling

Inspection/Testing Data

Inspected/Tested: Concrete Sampling
Frequency: Periodic

Location / Area: Retaining wall 540&545 footings

Narrative:
11:00am on site

Met with Brady from AECOM and set up equipment where cylinders are to be casted. Verified mix once arrived and sampled load 3(50yards) and casted 9-6x12" cylinders as requested (Kelly ball 2/2.5/2=2.25") Concrete was placed on footings for retaining walls 540 and 545.

Concrete Information

Mix Number: G3-15-STR-007A
Total Yards (yds^3): 120.00

Tests Performed:
Temperature Test / Prepared 6X12 Compression Samples

Number of Samples Taken: 1

Page 1 of 2

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

BSK ASSOCIATES

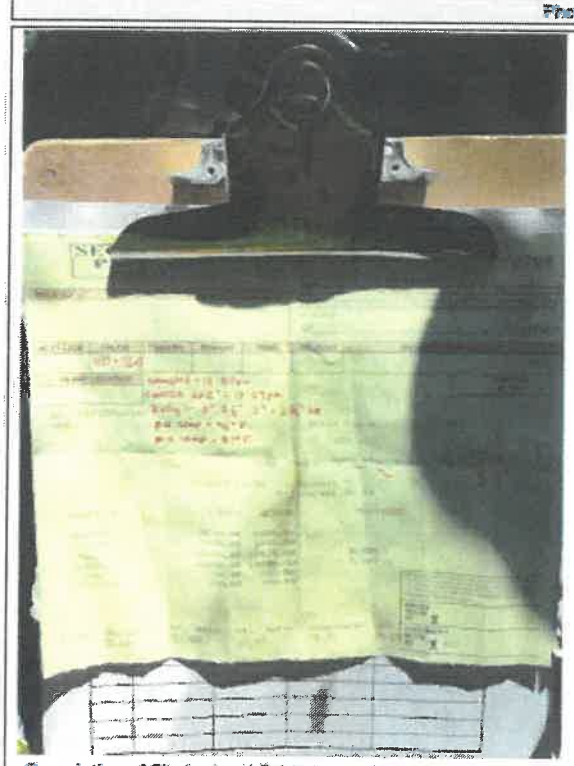
Bakersfield
700 22nd Street
Bakersfield, CA 93301
Phone: 661-327-0671
Fax: 661-324-4218

Concrete Activity Report

Client:
AECOM
ACCOUNTS PAYABLE
Fresno, CA 93720

Project:
C1922481B
AECOM- Centennial Corridor Mainline Proj
Westside Parkway
Bakersfield, CA 93309

Photos



Description of Photo: Load 5 ticket sampled

The work **Was** inspected/tested in accordance with Approved Documents.

The work **Met** the requirements of Approved Plans and Specifications.

Material Sampling **Was** performed in accordance with approved documents

Inspector/ Technician: Jesus Flores

Certification Number: Flores, Jesus - ACI Concrete Field Technician - 01133294

Page 2 of 2

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

Item 16 - CTM 229 – Method of Test for Durability Index

BSK ASSOCIATES
Livermore
5300 Lindbergh Avenue
Livermore, CA 94551
Phone: 925-373-3151
Fax: 925-373-3152

Durability Index

Report #: DI-000000

Client:	Project:
Drake Haglan & Associates 11060 White Rock Rd. Rancho Cordova, CA 95670	CT 229 / EA: 1Z661 City of Manteca SR-120/Union Road SR-120 / Union Road Manteca, CA

Technician: Scott Ott
Sample Location: On site stockpile
Description: Class 2 Permeable
Lab ID: BSK Livermore

Sample Date: 11/22/2019
Sample Number: 8284

CT 229

Durability Reading Fine (Clay): 4.1
Durability Reading Fine (Sand): 3.6
Durability Index Fines: 93
Durability Index: 81
Operating Range: 40 psi.

Durability Reading Coarse: 10.0
Durability Index Coarse: 81
Meets Operating Range Specification: Yes

*Distilled water used and temperature controlled

Test Notes: Class 2 Permeable
Test Completed By: Randy Cortez
Approved By: Randy Cortez

Test Completed Date: 11/26/2019
Approved Date: 11/26/2019

The results relate only to the items inspected or tested.
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Page 1 of 1

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

SCOPE OF WORK

COST CONTROL AND BUDGETING METHODOLOGY

We use Deltek© as our financial management and accounting system. We typically process invoices monthly, from start to end of month, from the time and units our staff inputs into Deltek and submit invoices shortly after the end of the month. However, we can accommodate the invoice submittal date to meet your needs. We will separate retests and reinspection on our invoices, so you can charge the contractor accordingly. Michael Collins, project manager, will analyze invoice amount, monthly, and compare it to the cost estimate and communicate with the County's project manager where our costs are with respect to our budget on a spreadsheet. Our field technicians or project manager will notify the County's authorized field representative of concerns we notice in the field to help control costs on the project.

CONSTRUCTION COMMUNICATION AND ADVANCED NOTICING

We look at each project as a team effort. It is the goal of each party working on a project to provide the finished product that the owner has entrusted us all to provide. Even though we are the third party testing firm checking the quality of the material the contractor is placing on the contract, and there are standards that we cannot compromise, we desire to work with the contractor in a professional manner, within the bounds of ethics, to help the contractor succeed. One of the ways we can do this is communicating promptly with County representatives or directly with the contractor (if the County approves) of material test results that do not meet specification requirements. We do not direct contractors' means and methods or their work quality, but we can provide suggestions, based on our experience with similar situations.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

TECHNICAL EXPERIENCE

METHODS AND LABORATORY INFORMATION

With three (3) AASHTO accredited and three (3) Caltrans certified laboratories in California. Our field and laboratory technicians are Caltrans certifications to sample and testing the material on this project according to the QAP. We have included a copy of our certifications for our three laboratories in Appendix B. We primarily plan to use our Fresno laboratory on this project, but we do have laboratories in Bakersfield and Livermore we can use when necessary.

REFERENCES

The following are references for similar projects:

Mr. Fabian Mendoza, City of Porterville, (559) 791-7867, fmendoza@ci.porterville.ca.us

Mr. Kidd Immel, County of San Luis Obispo, (805) 781-5981, kimmel@co.slo.ca.us

Mr. Andres Roldan, AECOM CM for City of Bakersfield, (818) 414-1611, andres.roldan@aecom.com

Mr. Jay Schlosser, City of Tehachapi, (661) 822-2200, jschlosser@tehachapicityhall.com

Mr. Luis Topete, City of Bakersfield, (661) 327-3478, ltopete@bakersfieldfreeways.us

Mr. Neil Leary, Contra Costa County, (925) 313-2278, neil.leary@pw.cccounty.us

Mr. Ivan Ramirez, Contra Costa County, (925) 256-4737, iramirez@ccta.net

Mr. Todd George, NV5 CM for the City of Bakersfield, (916) 641-9100, todd.george@nv5.com

Mr. Joshua Kirk, Madera County, (559) 675-7811, Joshua.kirk@maderacounty.com

Mr. Sam Lux, Kern County, (661) 868-3140, luxs@co.kern.ca.us

Mr. Slava Gospodchikov, Contra Costa County, (925) 313-2316, slava.gospodchikov@pw.cccounty.us

Mr. David Leamon, Stanislaus County, (209) 525-4302, leamond@stancounty.com

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST

We have no conflicts of interest with this contract.

We have no financial, business, or other relationship with the County or members of County staff that may have an impact on the outcome of this project.

We have no clients who may have a financial interest in the outcome of this contract or the construction project that will follow.

We have no financial interest or relationship with any construction company that may submit a bid on this project.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

CONTRACT AGREEMENT

We affirm that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due, June 4, 2020.

We use Deltek© as our financial management and accounting system, which complies with 48 CFR Part 31 and 2 CFR Part 200. We can conform to a Caltrans pre-award audit.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

FEDERAL-AID PROVISIONS

LOCAL ASSISTANCE PROGRAM MANUAL (LAPM) FORMS

We have reviewed LAPM forms 10-I, 10-O1, 15-H, and 10-Q.

We have included copies of 10-O1, 15-H, and 10-Q in Appendix C.

We have experience and understand the requirements for working on federally funded projects and how to facilitate projects through Caltrans Local Assistance projects. We also understand the Local Assistance Procedures Manual.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

COST PROPOSAL

We have completed LAPM form 10-H, Example 2 and our cost estimate. We have included a copy of these documents in a separate sealed envelope per the instructions of the RFP.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

EXHIBIT "B"

BSK 2021 SCHEDULE OF FEES

DARRAH ROAD BRIDGE OVER WEST FORK CHOWCHILLA RIVER

DIRECT LABOR	HOURS	RATE	EXTENSION
Group 3 Engineering Technician (Soils / HMA)	30	$142.19	$4,265.70
Group 4 Technician (Concrete) / Sample Courier (Pickup / Transportation)	60	$122.38	$7,342.80
Principal Engineer	4	$232.34	$929.36
Senior Engineer	4	$183.51	$734.04
Project Professional	8	$178.74	$1,429.92
Administrative Assistant	12	$66.38	$796.56
		FIELD SERVICES ESTIMATE	$15,498.38

UNIT CHARGES	FREQUENCY	QUANTITY	UNIT COST	TOTAL
Equipment Charges				
Vehicle Mileage (Federal Minimum Rate)	120 miles per trip	1800	$0.57	$1,026.00
Nuclear Gauge Equipment Fee	1 per Day	6	$58.00	$348.00
DIR Project Administration				
DIR Prescribed Reporting	1 per Month	4	$300.00	$1,200.00
DESCRIPTION OF ITEM	**FREQUENCY**	**QUANTITY**	**UNIT COST**	**TOTAL**
Soils and Aggregate Testing				
Compaction Curves - Base Rock (6" Mold)	Per QAP	2	$259.00	$518.00
Compaction Curves - Site Soils (4" Mold)	Per QAP	5	$244.00	$1,220.00
Sieve Analysis of Soils (CTM 220)	Per QAP	4	$176.00	$704.00
Sand Equivalent (CTM 217)	Per QAP	4	$130.00	$520.00
Coarse Specific Gravity of Soil (CT207)	Per QAP	4	$166.00	$664.00
Fine Specific Gravity of Soil (CT208)	Per QAP	4	$166.00	$664.00
Cleanness Value (CT227)	Per QAP	4	$187.00	$748.00
200 Wash (C117)	Per QAP	4	$86.00	$344.00
Durabilit Index (CT229)	Per QAP	4	$259.00	$1,036.00
Concrete Testing				
Concrete Compressive Strength Test (Set of 4- 6"x12")	Per QAP	4	$141.00	$564.00
Asphalt Testing				
Bulk Density of Cores for Compaction Testing	Per QAP	1	$58.00	$58.00
Laboratory Preparation of Asphalt Samples (CT304)	Per QAP	1	$227.00	$227.00
Bulk Density of Laboratory Compacted Briquette (D1188)	Per QAP	3	$58.00	$174.00
Stability (CT366)	Per QAP	1	$182.00	$182.00
		UNIT CHARGES ESTIMATE		$10,197.00

TOTAL BUDGET ESTIMATE	$25,695.38

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EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **BSK** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Pending Contract No. Pending Participation Amount $ Pending Date 2/24/2021

For Combined Rate
Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = **201.74%** Combined ICR %

OR

For Home Office
Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = **201.74%** Home Office ICR %

For Field Office
Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = **201.74%** Field Office ICR %

FEE % = **10%** % Increase **3.00%**

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only		Billing Rate Range for classification	
	Straight	OT(1.5x)	OT(2x)	From	To						
Principal Engineer	**$232.34**	N/C	N/C	7/1/2020	6/30/2021	**$70.00**	0.00%	$65.00	$75.00	$216.00	$249.00
	$239.31	N/C	N/C	7/1/2021	6/30/2022	$72.10	3.00%	$66.95	$77.25	$223.00	$257.00
Project Professional*	**$178.74**	$268.10	$357.47	7/1/2020	6/30/2021	**$53.85**	0.00%	$40.00	$50.00	$133.00	$166.00
	$184.10	$276.15	$368.20	7/1/2021	6/30/2022	$55.47	3.00%	$41.20	$51.50	$137.00	$171.00
Engineering Technician - Group 3**	**$142.19**	$213.29	$284.38	7/1/2020	6/30/2021	**$42.84**	0.00%	$20.00	$30.00	$67.00	$100.00
	$146.46	$219.69	$292.92	7/1/2021	6/30/2022	$44.13	3.00%	$20.60	$30.90	$69.00	$103.00
Engineering Technician - Group 4**	**$122.38**	$183.57	$244.75	1/1/2020	12/31/2020	**$36.87**	0.00%	$20.60	$30.90	$69.00	$103.00
	$122.48	$183.71	$244.95	1/1/2021	12/31/2021	$36.90	3.00%	$21.22	$31.83	$71.00	$106.00
Administrative Assistant	**$66.38**	$99.57	$132.77	1/1/2018	12/31/2018	**$20.00**	0.00%	$16.00	$24.00	$54.00	$80.00
	$68.37	$102.56	$136.75	1/1/2019	12/31/2019	$20.60	3.00%	$16.48	$24.72	$55.00	$83.00

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The Cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: BSK Associates

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 201.74 % **OR**

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period * 01/01/2019 to 12/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

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accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 25,695.38 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 7.
- Years of consultant's experience with 48 CFR Part 31 is 53.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☑ Caltrans ICR Audit
☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: On Man Lau
Title**: South Valley Regional Manager
Signature: On Man Lau
Date of Certification (mm/dd/yyyy): 02/24/2021
Email**: olau@bskassociates.com
Phone Number**: 661-327-0671 ext 206

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
   A. NONDISCRIMINATION STATEMENT 2
   B. CONTRACT ASSURANCE 3
   C. PROMPT PROGRESS PAYMENT 3
   D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS 3
   E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS 4
   F. COMMITMENT AND UTILIZATION 5
   G. DBE RUNNING TALLY OF ATTAINMENTS 6
2. BID OPENING 6
3. BID RIGGING 6
4. CONTRACT AWARD 6
5. CONTRACTOR LICENSE 6
6. CHANGED CONDITIONS 6
   A. DIFFERING SITE CONDITIONS 6
   B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER 6
   C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK 7
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 7
8. BUY AMERICA 7
9. QUALITY ASSURANCE 8
10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS 8
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS 8
12. FEMALE AND MINORITY GOALS 21
13. TITLE VI ASSURANCES 22
14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT) 23
15. FEDERAL TRAINEE PROGRAM 23

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The 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. Any violation of this requirement 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.

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. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

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The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

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Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

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writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 360 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Mariposa the sum of $2500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

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1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii)That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lowertier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 Form to Report Lobbying," in accordance with its instructions.

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2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

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12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	19.1 26.1

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	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Material Testing

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Material Testing

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Mariposa :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Mariposa approval for this submitted information before the prime contractor starts work. The City/County of Mariposa credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Mariposa and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

The City/County of Mariposa reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
    a. Contribute to the cost of the training
    b. Provide the instruction to the apprentice or trainee
    c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

Attachment: BSK Associates 21-034 Darrah Rd Bridge (RES-2021-211 : Approve an Agreement with BSK Associates for Materilal Testing

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-212

MEETING: April 20, 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 that works at the Don Pedro Transfer Station. The employee's hours are nearing the 999 threshold and the Department is seeking to extend these 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:
This is a required Enterprise Fund part time position especially given the recent resignation of a Full Time staff member

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

REF ID# 11588

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Accept Resignation, Reappoint Members and Appoint New Member to Airport Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION:
Accept the Resignation of Kent Lentz from the Airport Advisory Committee; Reappoint Joe Coho, Pat Skogen, Robin Binder, Rick Leinheuser, and Ruth Sellers to the Airport Advisory Committee with a Terms Expiring January 6, 2025.

If confirmed both Ms. Skogen and Mr. Leinheuser represent Members of the Public in Category C; Robin Binder represents Category A, as a member with Expertise in Aviation; Ruth Sellers and Joe Coho represent Category B and both reside or own property within the Airport Influence Area of the Mariposa-Yosemite Airport.

A vacancy notice soliciting interest/applicants to fill the Category A vacancy and one Alternate was posted in accordance with the Maddy Act on March 30, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors routinely accepts resignations; re-appoints members; and appoints new members to committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not accepting a resignation and re-appointing may result in a lack of a quorum.

ATTACHMENTS:
Kent Lentz - discontinue membership email (PDF)
Pat Skogen - Continue email (PDF)
Robin Binder - continue email (PDF)
Ruth Seller - continue email (PDF)
Joe Coho - Continue (PDF)
Rick Leinheuser - Continue email (PDF)

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

Jean Dordan

From: [redacted]
Sent: Tuesday, March 09, 2021 11:17 AM
To: Jean Dordan
Subject: Re: Committee Membership
Attachments: image001.gif

No, but thanks for the notification. Cheers. Kent

On Mon, Mar 8, 2021 at 1:01 PM Jean Dordan <jdordan@mariposacounty.org> wrote:

Hi Kent,

Would you like to renew your membership on the Airport Advisory Committee for another term?

Thanks,

Jean

Jean Dordan

Executive Assistant

Mariposa County Public Works

4639 Ben Hur Rd.

Mariposa, CA. 95338

Main 209.966.5356

Direct 209.742.1128

Attachment: Kent Lentz - discontinue membership email (2021-46 : Accept Resignation, Reappoint Members and Appoint New Member to

Jean Dordan

From: Pat Skogen <gammi1945@icloud.com>
Sent: Tuesday, March 09, 2021 3:32 PM
To: Jean Dordan
Subject: Re: Committee Membership

Sure I'll except another four year Committee Membership.

Sent from my iPhone

> On Mar 8, 2021, at 1:07 PM, Jean Dordan <jdordan@mariposacounty.org> wrote:
>
> <image001.gif>
> Hi Pat,
> Would you like to renew your membership on the Airport Advisory Committee for another term?
> Thanks,
> Jean
>
> *Jean Dordan*
> *Executive Assistant*
> *Mariposa County Public Works*
> *4639 Ben Hur Rd.*
> *Mariposa, CA. 95338*
> *Main 209.966.5356*
> *Direct 209.742.1128*
>
> <image004.png>

Attachment: Pat Skogen - Continue email (2021-46 : Accept Resignation, Reappoint Members and Appoint New Member to Airport Advisory

Jean Dordan

From: [redacted] <rlbinder@sti.net>
Sent: Tuesday, March 09, 2021 1:03 PM
To: Jean Dordan
Subject: Re: Committee Membership

Jean,
Yes, I would.
Rob

On Mar 8, 2021, at 1:02 PM, Jean Dordan <jdordan@mariposacounty.org> wrote:

Hi Rob,
Would you like to renew your membership on the Airport Advisory Committee for another term?
Thanks,
Jean

Jean Dordan
Executive Assistant
Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA. 95338
Main 209.966.5356
Direct 209.742.1128

<image004.png>

Attachment: Robin Binder - continue email (2021-46 : Accept Resignation, Reappoint Members and Appoint New Member to Airport Advisory

Jean Dordan

From: [redacted] Ruth <ruths@stl.net>
Sent: Tuesday, March 09, 2021 12:24 PM
To: Jean Dordan
Subject: Re: Committee Membership

Jean, Yes I do want to renew for another term.
Thanks, Ruth

> Hi Ruth,
> Would you like to renew your membership on the Airport Advisory
> Committee for another term?
> Thanks,
> Jean
>
>
> Jean Dordan
> Executive Assistant
> Mariposa County Public Works
> 4639 Ben Hur Rd.
> Mariposa, CA. 95338
> Main 209.966.5356
> Direct 209.742.1128
>
> [cid:image004.png@01D7141B.C30F47B0]
>
>

Attachment: Ruth Seller - continue email (2021-46 : Accept Resignation, Reappoint Members and Appoint New Member to Airport Advisory

Jean Dordan

From: [redacted]
Sent: Tuesday, March 30, 2021 9:33 PM
To: Jean Dordan
Subject: Re: Committee Membership

Hi Jean

Thank you so much for your patience while I sorted this out.

After some thought and conversation with other committee members I have decided to continue with the committee. So would you please submit my name for consideration to the board.

best,
Joe Coho

On Mon, Mar 8, 2021 at 1:04 PM Jean Dordan <jdordan@mariposacounty.org> wrote:

Hi Joe,

Would you like to renew your membership on the Airport Advisory Committee for another term?

Thanks,

Jean

Jean Dordan

Executive Assistant

Mariposa County Public Works

4639 Ben Hur Rd.

Mariposa, CA. 95338

Main 209.966.5356

Direct 209.742.1128

Attachment: Joe Coho - Continue (2021-46 : Accept Resignation, Reappoint Members and Appoint New Member to Airport Advisory Committee)

Rick Leinheuser

Jean Dordan

From: windingg@aol.com
Sent: Tuesday, March 09, 2021 12:41 PM
To: Jean Dordan
Subject: Re: Committee Membership

Hi:

Assuming no one steps forward with an expressed interest to fill the position, I will continue to be a Board member. Currently I think we have an opening that has remained unfilled for some time.

Thanks.

Rick L.

-----Original Message-----
From: Jean Dordan <jdordan@mariposacounty.org>
To: Richard Leinheuser <windingg@aol.com>
Sent: Mon, Mar 8, 2021 1:08 pm
Subject: Committee Membership

Hi Rick,
Would you like to renew your membership on the Airport Advisory Committee for another term?
Thanks,
Jean

Jean Dordan
Executive Assistant
Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA. 95338
Main 209.966.5356
Direct 209.742.1128

Attachment: Rick Leinheuser - Continue email (2021-46 : Accept Resignation, Reappoint Members and Appoint New Member to Airport

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-213

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Encroachment Fee Waiver and Approve a BBQ for the Annual 4-H Citizenship Bike-A-Thon

---

RECOMMENDATION AND JUSTIFICATION:
Approve Encroachment Fee Waiver of $140.00 for the Annual 4-H Citizenship Bike-A-Thon.

This annual event is scheduled for May 2, 2021. This event is a fundraiser to fight Multiple Sclerosis.

The event route travels down Indian Gulch Road from Highway 140 to Hornitos Road, then Hornitos Road to the Hornitos Park followed by awards and a Health Department approved BBQ afterward.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has waived the fee for this event in the past. This one day community fundraising event is held on an annual basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, The 4-H Citizenship Project will need to cover the cost of the encroachment permit fee which may constrain their fundraising effort or cause cancellation of this event.

ATTACHMENTS:
Flyer (PDF)
health approval (PDF)
Instructions (PDF)
Letter from UC-4H (PDF)
MS Bike A Thon - Approval for Barbeque and Awards (PDF)

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

REF ID# 11634

9th Annual

Multiple Sclerosis MS Bike Ten Miles

Sunday, May 2, 2021

go the distance for MS

Walkers and runners welcome! Resister with your pledges at 9:00 am at the corner of Indian Gulch Road and HWY 140 in Catheys Valley. The ride begins at 12:00pm Noon travels down Indian Gulch Road to the finish line at the Hornitos Park where a barbecue and awards await.

ALL PROCEEDS WILL BE DONATED TO THE MS SOCIETY

FOR MORE INFORMATION OR A PLEDGE FOR CALL

209-382-7062

Sponsored by the 4-H Citizenship Project

Attachment: Flyer (RES-2021-213 : Approve Encroachment Fee Waiver and Approve a BBQ for the Annual 4-H Citizenship Bike-A-Thon)

Gary Brown

From: Kristina Allen
Sent: Wednesday, March 31, 2021 3:56 PM
To: Gary Brown
Subject: RE: MS Bike/Run/Walk Event Scheduled for May 2021

Good to go with the event of running/walking/bicycling, but no BBQ/awards at the end of the road.

Is there any assemblage permit that needs to be expedited through environmental health that I can assist with?

Kristina

From: Gary Brown <gbrown@mariposacounty.org>
Sent: Wednesday, March 31, 2021 14:21
To: Kristina Allen <KAllen@mariposacounty.org>
Subject: RE: MS Bike/Run/Walk Event Scheduled for May 2021

Sounds great! I'll get the board item going - but on hold until I get final confirmation from you.

Thank you.

MARIPOSA COUNTY
Dept. of Public Works - Engineering
Gary Brown
County Engineer

From: Kristina Allen <KAllen@mariposacounty.org>
Sent: Wednesday, March 31, 2021 2:20 PM
To: Gary Brown <gbrown@mariposacounty.org>
Subject: RE: MS Bike/Run/Walk Event Scheduled for May 2021

Hi,

Sorry for the late reply – thanks for the reminder!

Generally, the event itself is ok. It is the gathering after for the awards and BBQ that is a concern. The guidance for outdoor live events says there must be tickets and assigned seating. Also, food would have to be served, no buffet style. There are many more regulations, but this is the just of it.

The state did mention yesterday that we will be getting guidance soon for endurance events. This event would fall under that. I'm not sure what "soon" means coming form the State, but generally it is a couple weeks.

I will discuss all this further with Eric as soon as possible. If there are any changes to what I have said here I will let you know.

Kristina

Attachment: health approval (RES-2021-213 : Approve Encroachment Fee Waiver and Approve a BBQ for the Annual 4-H Citizenship Bike-A-

Mariposa County 4-H Citizenship
P. O. Box 388
Hornitos, CA 95325

We would really appreciate getting this article in your paper. Thank you!!

MULTIPLE SCLEROSIS RUN, WALK, BIKE-A-THON

The Mariposa County 4-H Citizenship project is planning their 9th Annual Multiple Sclerosis Bike-a-Thon, being held on Sunday, May 2, 2021. This event is open to the public, and all ages are invited to participate. Again this year, we are including Runners and Walkers. The course starts at Indian Gulch Road and HWY 140 in Catheys Valley, registration begins at 9:00 am. The ride, walk, run begins at Noon and travels down Indian Gulch Road to the finish at Hornitos Park, with a BBQ and Awards ceremony. All proceeds are going to the Multiple Sclerosis Society.

Multiple Sclerosis is a serious progressive disease of the central nervous system, occurring mainly in young adults and thought to be caused by a malfunction of the immune system. It leads to the loss of myelin in the brain or spinal cord and causes muscle weakness, poor eyesight, slow speech, and some inability to move.

Come enjoy a leisurely Run, Walk, or Ride through the beautiful foothills, visit our local establishments and experience the rich history and atmosphere of our historic towns.

Remember; mark your calendar for the Run, Walk, or Bike-A-Thon, Sunday, May 2, 2021. For pledge forms and more information please call 209-382-7062 or 376-2320

Attachment: Instructions (RES-2021-213 : Approve Encroachment Fee Waiver and Approve a BBQ for the Annual 4-H Citizenship Bike-A-Thon)

University of California
Agriculture and Natural Resources
Cooperative Extension, Mariposa County

UCCE Mariosa County
5009 Fairgrounds Rd.
Mariposa, CA 95338
(209) 966-2417 office
(209) 966-5321 fax
http://cemariposa.ucanr.edu

March 22, 2021

Mariposa County Board of Supervisors:

The Mariposa County 4-H Citizenship project is planning their 9th Annual Multiple Sclerosis Bike-a-Thon, being held on Sunday, May 2, 2021. This event is open to the public, and all ages are invited to participate. Again this year, we are including Runners and Walkers. The course starts in at Indian Gulch Road and HWY 140, in Catheys Valley, CA. Registration begins at 9:00 am, and the Run or Bike MS will begin at around Noon and travels down Indian Gulch Road to the finish at Hornitos Park, with a BBQ and Awards ceremony. We are requesting a fee waiver for the Encroachment Permit as this is a fundraising event with all proceeds are going to the Multiple Sclerosis Society.

Multiple Sclerosis is a serious progressive disease of the central nervous system, occurring mainly in young adults and thought to be caused by a malfunction of the immune system. It leads to the loss of myelin in thebrain or spinal cord and causes muscle weakness, poor eyesight, slow speech, and some inability tomove.

We invite you to come enjoy a leisurely Run, Walk, or Ride through the beautiful foothills, visit our local establishments and experience the rich history and atmosphere of our historic towns.

Respectfully,



Fadzayi Mashiri
Mariposa County Director
UC Cooperative Extension
fmashiri@ucanr.edu

Attachment: Letter from UC-4H (RES-2021-213 : Approve Encroachment Fee Waiver and Approve a BBQ for the Annual 4-H Citizenship Bike-A-

Gary Brown

From: Gary Brown
Sent: Monday, April 05, 2021 3:17 PM
To: Kristina Allen; Ira Jones; Debra Wass
Cc: maryannvisher@gmail.com; Shannon Hansen
Subject: RE: 9th Annual MS Bike/Walk/Run Event for May 2, 2021 at Noon.

Awesome! Thank you.

MARIPOSA COUNTY
Dept. of Public Works - Engineering
Gary Brown
County Engineer

From: Kristina Allen <KAllen@mariposacounty.org>
Sent: Monday, April 05, 2021 3:17 PM
To: Gary Brown <gbrown@mariposacounty.org>; Ira Jones <irajones@ucdavis.edu>; Debra Wass <dswass@ucanr.edu>
Cc: maryannvisher@gmail.com; Shannon Hansen <shansen@mariposacounty.org>
Subject: RE: 9th Annual MS Bike/Walk/Run Event for May 2, 2021 at Noon.

Both the BBQ and the awards.

--

Health & Human Services Agency
Healthy. Safe. Thriving.

Kristina Allen, PhD
Deputy Director
Public Health
Mariposa County Health & Human Services Agency
5300 Hwy 49 North
PO Box 5, Mariposa, CA 95338
Desk: 209-966-6694
Cell: 209-347-0123

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From: Gary Brown <gbrown@mariposacounty.org>
Sent: Monday, April 5, 2021 15:16
To: Kristina Allen <KAllen@mariposacounty.org>; Ira Jones <irajones@ucdavis.edu>; Debra Wass <dswass@ucanr.edu>
Cc: maryannvisher@gmail.com; Shannon Hansen <shansen@mariposacounty.org>
Subject: RE: 9th Annual MS Bike/Walk/Run Event for May 2, 2021 at Noon.

Hi Kristina, we really appreciate your help to make this happen. Does the new guidance (after April 15) allow for the Barbeque portion of the event - or only the awards ceremony?

MARIPOSA COUNTY
Dept. of Public Works - Engineering
Gary Brown
County Engineer

From: Kristina Allen <KAllen@mariposacounty.org>
Sent: Monday, April 05, 2021 3:12 PM
To: Ira Jones <irajones@ucdavis.edu>; Gary Brown <gbrown@mariposacounty.org>; Debra Wass <dswass@ucanr.edu>
Cc: maryannvisher@gmail.com; Shannon Hansen <shansen@mariposacounty.org>
Subject: RE: 9th Annual MS Bike/Walk/Run Event for May 2, 2021 at Noon.

Hi all,

I spoke with Ira. As of April 15 the guidance for gatherings will change, allowing for the award ceremony. The limits on the event are 50 person capacity if we are in the Orange tier and 100 person capacity if we are in the Yellow tier.

Thanks,
Kristina

--

Health & Human Services Agency
Healthy. Safe. Thriving.

Kristina Allen, PhD
Deputy Director
Public Health
Mariposa County Health & Human Services Agency
5300 Hwy 49 North
PO Box 5, Mariposa, CA 95338
Desk: 209-966-6694
Cell: 209-347-0123

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From: Ira Jones <irajones@ucdavis.edu>
Sent: Monday, April 5, 2021 15:03
To: Gary Brown <gbrown@mariposacounty.org>; Debra Wass <dswass@ucanr.edu>
Cc: maryannvisher@gmail.com; Shannon Hansen <shansen@mariposacounty.org>; Kristina Allen <KAllen@mariposacounty.org>
Subject: Re: 9th Annual MS Bike/Walk/Run Event for May 2, 2021 at Noon.

Hello Gary,

I am attaching our conditional letter of insurance for this event. There are two remaining documents that I need to send to our State Office to complete the paperwork, and examples of both are also attached. 1) Letter from CHP, and 2) Encroachment Permit application.

I have received verbal approval for this event from Kristine Allen from the Health Dept. Last week I made a written request to Dr. Sergienko, but have not received a response. It is my understanding that because this event falls within the guidelines based upon our County tier, no further action or written approval is needed.

Please let me know if you need anything further on our end.

Thank you,

Ira Jones

4-H Program Coordinator

Mariposa County

5009 Fairgrounds Rd.

Mariposa CA 95338

209-966-2417 Phone

209-966-5321 Fax

irajones@ucanr.edu Email

University of California
Agriculture and Natural Resources 4-H Youth Development Program

---

From: Gary Brown <gbrown@mariposacounty.org>
Sent: Wednesday, March 31, 2021 2:03 PM
To: Ira Jones <irajones@ucdavis.edu>; Debra Wass <dswass@ucanr.edu>
Cc: maryannvisher@gmail.com <maryannvisher@gmail.com>; Shannon Hansen <shansen@mariposacounty.org>; Kristina Allen <KAllen@mariposacounty.org>
Subject: 9th Annual MS Bike/Walk/Run Event for May 2, 2021 at Noon.

Ira and Debbie:

I spoke to Maryann and she suggested I check with you regarding the time required for approval of this event. Currently, public works is awaiting for Health Dept approval of the project so we can place this event on an upcoming board agenda for adoption/approval.

In terms of logistics - it looks like this item could be heard by the board April 20, 2021. That would only give 4-H a couple weeks to complete their Insurance/liability documentation.

Please advise if this can work or if you would need more time.

Thank you.

MARIPOSA COUNTY
Dept. of Public Works - Engineering
4639 Ben Hur Road Mariposa, California 95338
Gary Brown, County Engineer
Direct: 209-742-1130, *Main:* 209-966-5356
gbrown@mariposacounty.org

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-214

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Waive the Encroachment Permit Fee for the Downtown Farmers Market

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RECOMMENDATION AND JUSTIFICATION:
Waive the Encroachment Permit Fee for the Mariposa Downtown Farmers Market for the year 2021 pending Health Officer Authorization to hold this activity.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has waived Encroachment Fees for this event in the past given their acknowledgment that this event allows fresh produce availability as well as promoting healthy eating and lifestyle activities.

This event will only take place with the approval of the Health Officer and within COVID - 19 Health Orders.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and this weekly healthy food availability event will not take place.

ATTACHMENTS:
Farmers Market Application 2021 (PDF)

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

REF ID# 11642

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 3/30/21

BUILDING PERMIT: NA
(If applicable)

APPLICANT:

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

1. ____DRIVEWAY
____ROAD CROSSING
____WATER PIPE, CULVERT, ETC.
____LDA ROAD

2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. _x_OTHER (EXPLAIN BELOW)

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

Right turn from 140 on to 6th St then left at Stroming Road at the bottom. Parking lot is on the left, next to the Yosemite Admin building.

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

See attached Map

5. ASSESSOR'S PARCEL NUMBER: 013 - 130 - 025
6. ADDRESS OF PARCEL: 5029 Stroming Road (Womack Parking Lot)

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____
(Issued Once Fee * is Paid)
DATE ISSUED: _____
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

Vasken Hauri
OWNER'S NAME (Please Print)

SIGNATURE OF OWNER/APPLICANT **

3070 Country Ct
OWNER'S MAILING ADDRESS

Mariposa 95338
CITY ZIP

** If Applicant is not the Owner, then include an authorization letter from Owner

510-365-1311 mariposafarmersmarket@gmail.com
PHONE NUMBER EMAIL ADDRESS

Attachment: Farmers Market Application 2021 (RES-2021-214 : Waive the Encroachment Permit Fee for the Downtown Farmers Market)

To: Mariposa County Board of Supervisors
March 30th, 2021

Dear Board,

I am writing on behalf of the Mariposa Certified Farmers' Market to request that you please waive the fee for the encroachment permit for the market's use of the parking lot at 5029 Stroming Road in Mariposa.

The Farmers' Market is a critical resource that provides fresh, local, healthy, high-quality produce in Mariposa County. The Market also supports the strong agricultural roots of Mariposa County by providing farmers an opportunity to sell directly to their community.

Thank you for your consideration,

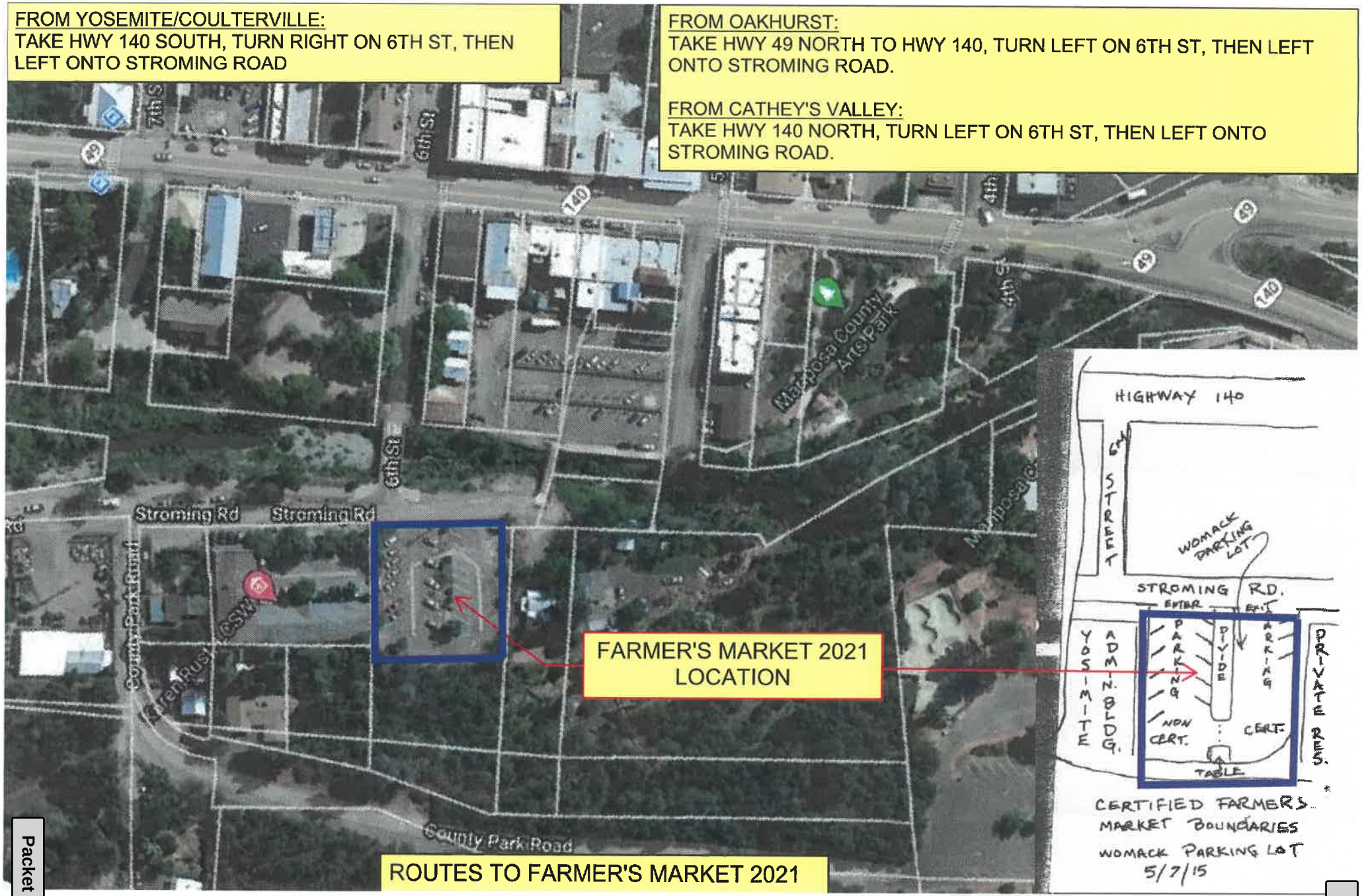
Vasken Hauri
Mariposa County Certified Farmers' Market Manager

Attachment: Farmers Market Application 2021 (RES-2021-214 : Waive the Encroachment Permit Fee for the Downtown Farmers Market)

FROM YOSEMITE/COULTERVILLE:
TAKE HWY 140 SOUTH, TURN RIGHT ON 6TH ST, THEN LEFT ONTO STROMING ROAD

FROM OAKHURST:
TAKE HWY 49 NORTH TO HWY 140, TURN LEFT ON 6TH ST, THEN LEFT ONTO STROMING ROAD.

FROM CATHEY'S VALLEY:
TAKE HWY 140 NORTH, TURN LEFT ON 6TH ST, THEN LEFT ONTO STROMING ROAD.



ROUTES TO FARMER'S MARKET 2021

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-215

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Budget Action for the Indian Gulch Bridge

RECOMMENDATION AND JUSTIFICATION:
Approve a Budget Action Within the Public Works Department Budget to Fund the Completion of the Indian Gulch Temporary Bridge ($152,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Indian Gulch Bridge is a 2018 Storm Disaster Event Project Funded by CalOES, this budget action will fund the final invoice for close the project. The Board previously approved Change Orders to this Project.

Staff is in the process of closing out all of the 2018 Storm Event Projects with CalOES and will receive final reimbursements for all outstanding invoices from this event once that closeout process is completed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board not approve final invoices cannot be paid.

FINANCIAL IMPACT:
There will be no General Fund Impact, the transfer of funds will be from the Road fund.

ATTACHMENTS:
Budget Action Indian Gulch Bridge (PDF)

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

REF ID# 11648

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
300	0301-581	0313	Medical/Dental/Vision			$60,000
300	0301-581	0433	Materials			$36,000
300	0301-581	0450	County Vehicle Expense			$10,000
300	0301-581	0488	Fuel Expense			$46,000
300	0301-581	0787	Transfer Out		$152,000	
525	1326-309	1600	Transfer In		($152,000)	
525	1326-799	0655	Indian Gulch Bridge		$152,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$152,000	$152,000

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: 3.18.21

APPROVED BY RES NO. _____ CLERK _____ DATE

300 - Roads

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

ID# 11549

Attachment: Budget Action Indian Gulch Bridge (RES-2021-215 : Approve a Budget Action for the Indian Gulch Bridge)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2021-216

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Investment Policy and Guidelines

RECOMMENDATION AND JUSTIFICATION:
Authorize the annual authority of the Treasurer to invest and reinvest funds of the County and funds of the other depositors pursuant to Government Code Sections 27000.1 and 53607; Approve the Investment Policy and Guidelines for the County of Mariposa pursuant to Government Code Section 53646(a) (1); and authorize the Board of Supervisors Chair to sign the Investment Policy and Guidelines.

There are no changes to the policy from last year.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would be out of compliance with Government Code.

ATTACHMENTS:
2021 Mariposa Investment Policy and Guidelines_Final (PDF)
27000 (PDF)

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

REF ID# 11653

Treasurer
County of Mariposa

Investment Policy and Guidelines

I. Investment Policy Objectives

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objective of a Trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a competitive return on the funds under its control (Sec. 53600.5 of the Government Code).

II. Investment Criteria

A. Overseeing investments for Mariposa County is the responsibility of the County Treasurer. This responsibility includes the authority to:

1. Determine the maturity of the portfolio. This will be based on cash flow needs, the market curve and diversification. The average weighted maturity is dependent on the needed liquidity and diversification and cannot exceed the maximum five-year maturity allowed by the Government Code.

2. Monitor the investment advisor/manager.

3. Review and consult with the investment managers as to specific needs, using the criteria stated.

4. Open account with brokers, bank and dealers.

5. Establish the safekeeping accounts or other arrangements for the custody of securities.

6. Execute all necessary documents for the above.

B. As authorized by the Board of Supervisors, the County Treasurer has authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury (Sec. 53600 of the Government Code).

C. The authority hereby granted to the Treasurer provides full responsibility for those transactions until the delegation of authority is revoked or expire.

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

D. If an investment is downgraded by Moody's Investors Service or Standard & Poor's Corporation, and it is no longer in compliance with guidelines, the Investment Manager will notify the Treasurer with the recommendation to either hold or sell the position. Final decision will be subject to the Treasurer's approval.

E. Should a local agency within Mariposa County, not required by California law to deposit monies with the Treasurer desire entry into the Treasurer's Investment Pool, the agency shall comply with the requirements of Section 53684 of the California Government code and provide to the Treasurer a resolution adopted by its governing board stating excess funds are available for the purposes of investment. The resolution shall specify that the local agency authorizes the investment of excess funds pursuant to Section 53684, those persons authorized at the agency to coordinate the transactions, the agency's willingness to be bound by the withdrawal provisions of the California Government Code Section 27136, and the agency's understanding that administrative charges will be deducted by the Treasurer as permitted by Sections 53684(b) and 27013. Subject to the approval/disapproval of the County Board of Supervisors, the Treasurer shall approve or disapprove such agency's request in writing.

Monies deposited by local agencies approved for entry into the Treasurer's Investment Pool will be invested in the Local Agency Investment Fund (LAIF). To participate in the Extended Fund, the local agency must sign a waiver indicating their understanding of the possible NAV risk involved.

F. Notwithstanding any other provision of law, other public entities, agencies or officials seeking withdrawal of funds held in the County treasury pool, for the purpose of investing or depositing those funds outside the County treasury pool, shall first submit the request in writing to the County Treasurer. The Treasurer shall evaluate each proposed withdrawal for its consistency with the criteria adopted pursuant to Subdivision (h) of Sec. 27133 of the Government Code. In approving a request, the County Treasurer must find that the proposed withdrawal will not adversely affect the interests of the other depositors in the pool (Sec. 27136 (a) & (b) of the Government Code).

G. Pursuant to GC sec. 27013, administrative and overhead costs include but are not limited to portfolio management, bank and custodial fees, software maintenance and other indirect costs incurred from handling or managing funds.

Investment earnings and the above fee charge will be allocated to the pool participants on a quarterly basis.

III. Eligible Investments

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

Eligible investments are those instruments that are outlined in Section 53601 of the Government Code (as further detailed below):

A. Surplus money in the treasury not required for the immediate necessities of the local agency may be invested as deemed wise or expedient in those investments set forth by law.

B. Investments may be made in any money market mutual fund as long as it meets the following requirements: (1) is registered with the S.E.C. and (2) either has a "AAA" rating from two rating agencies or has an investment advisor with five years experience with assets under management of Five Hundred Million Dollars or more. Investment in any one mutual fund is limited to ten percent of total investments and up to twenty percent is allowed in money market mutual funds overall.

C. Approved Investments:

1. United States Treasury Securities

2. United States Government Agency (Direct/Indirect) Securities

3. Municipal Securities of local and state entities within the State of California

4. Bankers' Acceptances

   Bankers' Acceptances which are eligible for purchase by the Federal Reserve System cannot exceed one hundred-eighty days, and are limited to forty percent of the portfolio's surplus funds and no more than thirty percent per bank.

5. Certificates of Deposit

   Only negotiable Certificates of Deposits issued by nationally or state-chartered banks, state or federal associations (savings & loans and savings banks) are acceptable and purchases may not exceed thirty percent of the portfolio's surplus funds.

6. Commercial Paper

   A) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

      (1) The entity meets the following criteria:(A) Is organized and operating in the United States as a general corporation.

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

(B) Has total assets in excess of five hundred million dollars ($500,000,000). (C) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO). Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their money in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

B) (1) No more than 40 percent of the local agency's money may be invested in eligible commercial paper.

(2) No more than 10 percent of the local agency's money that may be invested pursuant to this section may be invested in the outstanding commercial paper of any single issuer.

(3) No more than 10 percent of the outstanding commercial paper of any single issuer may be purchased by the local agency.

7. Medium-Term Notes

Medium-term notes with a maximum of five years maturity, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state operating within the United States are approved. Purchases of medium-term notes may not exceed thirty percent of the agency’s surplus money which may be invested pursuant to this section.

8. Asset Backed Securities

Any consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity is acceptable. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A” or higher rating for the issuer’s debt as provided by a nationally recognized rating service and rated in a rating category of “AA”

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this subdivision may not exceed twenty percent of the agency's surplus money that may be invested pursuant to this section.

9. Repurchase and Reverse Repurchase Agreements

Investments in repurchase agreements or reverse repurchase agreements are subject to the requirements for authorized securities under Section 53601, which include delivery requirements. All agreements must be made with primary dealers only.

a) Repurchase agreement means a purchase of securities pursuant to an agreement by which the counter party seller will repurchase the securities on or before a specified date and for a specified amount. The counter party will deliver the underlying securities by book entry, physical delivery, or by third party custodial agreement, unless the term is one week or less.

Investments in repurchase agreements may be made when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at one-hundred-two percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly.

b) Reverse repurchase agreement means a sale of securities by the local agency pursuant to an agreement by which they will repurchase the securities on or before a specified date. Reverse repurchase agreements may be utilized only when the following conditions are met:

After December 31, 1994, a reverse repurchase agreement may not be entered into with securities not sold on a reverse repurchase agreement and purchased, or committed to purchase,

prior to that date, as a means of financing or paying for the security sold on a reverse repurchase agreement, but may only be entered into with securities owned and previously paid for, for a minimum of thirty days prior to the settlement of the reverse repurchase agreement, in order to supplement the yield on securities owned and previously paid for or to provide funds for the immediate payment of a local agency obligation. Funds obtained or funds within the pool of an equivalent amount to the obtained from selling a security to a counter party by way of a reverse repurchase agreement, on securities originally purchased subsequent to December 31, 1994, shall not be used to purchase another security with a maturity longer than ninety-two days from the initial settlement date of the reverse repurchase agreement, unless the reverse repurchase agreement includes a

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement and the final maturity date of the same security. The spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

Investments in reverse repurchase agreements, or similar investments in which the local agency sells securities prior to purchase, may only be made upon prior approval of the governing body of the local agency. Investments in reverse repurchase agreements cannot exceed twenty percent of the portfolio.

10. California Asset Management Program(CAMP)

Shares of beneficial interest issued by a joint powers authority (JPA) organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

11. Credit Rating Requirements

a) Short Term Instruments

Must have a rating of "A1" or better by Standard & Poor's Corporation and "P1" or better by Moody's Investors Service.

b) Long Term Instruments

Must have a rating in the "A" category, or better, by Moody's Investors Service or Standard & Poor's Corporation.

IV. Investments Not Authorized

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

Investments not authorized by these guidelines are:

A. Bonds, Notes, Warrants or other evidences of indebtedness of a local agency outside of California.

B. Prohibited derivatives: inverse floaters, interest-only collateralized mortgage obligation strips, range notes and zero-interest accrual securities, or any other investment that may be added by the Government Code.

C. All investments as outlined in Sec. 53601.6 of the Government Code.

V. Safekeeping

Investments for safekeeping shall be in accordance with Sec. 53601 of the Government Code. Securities purchased should be delivered against payment and held in a custodian/safekeeping account at the approved safekeeping bank.

VI. Reporting/Review

A. The County Treasurer shall prepare and submit to the Board of Supervisors an annual written statement of investment policy, which shall be considered by the Board of Supervisors at a public meeting (Sec. 16481.2 of the Government Code).

B. The Treasurer shall render a quarterly report to the County Administrative Officer, Auditor and the Board of Supervisors-containing detailed information on all securities, investments, funds of the local agency, statement of investment policy compliance and a statement of the local agency's ability to meet the expenditure requirements of its pool for the next six months. In addition, the Treasurer shall report whatever additional information or data required by the Board (Sec. 53646 of the Government Code).

C. The Treasurer shall provide a monthly report of transactions to the Board of Supervisors (Sec. 53607 of the Government Code).

D. The County Treasurer may cause an annual audit to be conducted to determine the County treasury's compliance with these guidelines. The audit may include issues relating to the structure of the investment portfolio and risk (Sec. 27134 of the Government Code).

VII. Criteria for Security Brokers and Dealers

A. Brokerage business will not be based solely on best price execution, but will

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

also be based on certain non-monetary benefits offered by those firms. These may include, among other things:

1. Special execution capabilities
2. Settlement
3. Financial strength and stability
4. Efficiency of execution
5. Error resolution

B. Selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive forty-eight-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices is prohibited.

VIII Treasury Oversight

The County Treasurer shall annually prepare an investment policy that will be reviewed and monitored by the Mariposa County Board of Supervisors.

IX. References

A. The California Debt and Investment Advisory Commission's responsibility is to provide a continuing education program for local government investment officials and to undertake other activities conducive to the disclosure of investment practices and strategies for oversight purposes.

B. Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to law, are Trustees and, therefore, fiduciaries subject to the prudent investor standard (Sec. 53600.3 of the Government Code).

C. Funds deposited in the County pool for investment are not subject to impoundment or seizure by the County (prohibits local funds in Local Agency Investment Fund from being transferred, loaned, impounded or seized).

D. Honoraria, gifts and gratuities are to be within the guidelines of the Fair Political Practice Commission's Political Reform Act:

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

1. No person associated with the oversight, management or daily operations of Mariposa County's investment funds shall accept any honorarium if required to report it on their statement of economic interests (Sec. 89502 (c) of the Political Reform Act). This restriction applies to the Board of Supervisors, Treasurer, Assistant Treasurer, and Investment Officer.

2. No designated employee shall accept gifts from any single source in any calendar year with a total value of more than Two Hundred Fifty Dollars (Sec. 89503 (c) of the Political Reform Act).

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

APPROVED AND AGREED:

COUNTY OF MARIPOSA BOARD OF SUPERVISORS

_____ _____
Marshall Long, Chair **Date**

APPROVED AS TO FORM:

_____ _____
Steven W. Dahlem, County Counsel **Date**

ATTEST: _____
Rene LaRoche, Clerk of the Board

By:_____ _____
Deputy **Date**

Attachment: 2021 Mariposa Investment Policy and Guidelines_Final (RES-2021-216 : Investment Policy and Guidelines)

Government Code

27000.1.
Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer's authority pursuant to Section 53635 or 53684.
(Amended by Stats. 1996, Ch. 749, Sec. 1. Effective January 1, 1997.)

53607.
The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.
(Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

53646.
(a) (1) In the case of county government, the treasurer may annually render to the board of supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved by the board at a public meeting.
Amended by Stats. 2009, Ch. 332, Sec. 68.5. (SB 113) Effective January 1, 2010.)

Attachment: 27000 (RES-2021-216 : Investment Policy and Guidelines)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Change in PAC Membership (Merced River Trail Community Working Group)

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution to Increase the Number of Voting Members on the Merced River Trail Community Working Group (MRT CWG) from Nine (9) to Eleven (11); and Modify Term Expiration Dates to be Consistent with Existing Planning Department Practices.

Expansion of the committee will allow for greater representation of perspectives from throughout the community on the Merced River Trail project, and empower additional Mariposans to help lead and guide this project and its community engagement efforts.

Modify the existing term expirations for current members:

current expiration dates:	new expiration dates:
7/31/22	2/28/22
7/31/23	2/28/23
7/31/24	2/29/24

This change would create consistency with the majority of the other Advisory Committees that the Planning Department handles and will streamline staff-led administrative actions for the group.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 9, 2019 the Board adopted Resolution 2019-405 which established the MRT CWG.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternative: Amend recommendations.
Negative Action: Committee membership will remain at nine (9) members.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Resolution (PDF)
Authority Sheet (PDF)

REF ID# 11603

PUBLIC INPUT - from Wendy Brown (PDF)

RESULT: NO ACTION TAKEN

.

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 21-___

A RESOLUTION TO INCREASE THE NUMBER OF VOTING MEMBERS ON THE MERCED RIVER TRAIL COMMUNITY WORKING GROUP FROM NINE (9) TO ELEVEN (11) AND TO MODIFY TERM EXPIRATION DATES TO BE CONSISTENT WITH EXISTING PLANNING DEPARTMENT PRACTICES.

WHEREAS, the Merced River Trail has been recognized as a critical Class I multi-use active transportation resource in Mariposa's Bicycle and Pedestrian Transportation Plan (2011), Regional Transportation Plan (2012), and SR-140 Route Concept Plan; and

WHEREAS, the trail project is also recommended in the community development framework established by the Economic Vitality Strategy (2017); and

WHEREAS, the county's participation in the National Parks Service's River, Trails, and Conservation Assistance program has generated substantial content to support a comprehensive planning effort for the Merced River Trail; and

WHEREAS, a coordinated and focused strategy is needed to both articulate a shared community vision for the Merced River Trail, and grapple with a range of technical and logistical issues associated with the project; and

WHEREAS, dialogue between diverse community stakeholders and expertise from within the community is essential to shaping that community vision and solving complicated questions associated with project implementation; and

WHEREAS, the current Merced River Trail Community Working Group and the planning process that they have capably directed and supported would benefit from the increased capacity and diversified perspectives of additional qualified community members joining the group; and

WHEREAS, for the purposes of streamlining group administration, it is common practice for the Mariposa County Planning Department, which administers and manages the Merced River Trail Community Working Group, to establish advisory committees such as this with terms that expire at the end of February of the year in which their terms elapse.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby amend *Exhibit A* of Resolution 2019-405, establishing the Merced River Trail Community Working Group (CWG) as an advisory body to the Board of Supervisors, to

Attachment: Resolution [Revision 1] (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

increase the number of voting members from nine (9) to ten (11), and to adjust all appointees terms to expire on the last day of February of the year in which they are currently set to expire.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 13th day of April, 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long, Chair
Board of Supervisors

ATTEST:

_____
René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Resolution [Revision 1] (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

BOARD OF SUPERVISORS Resolution No. 19-405
Merced River Trail Community Working Group

1. Purpose and Functions

The purpose and functions of the Merced River Trail Community Working Group shall be as follows:

a. Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

b. Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

c. Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and

d. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

2. Membership

The Merced River Trail Community Working Group shall be established with ~~nine (9)~~ eleven (11) voting members as follows:

a. Representatives should be selected from or represent the following groups in Mariposa County:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council

Attachment: Resolution [Revision 1] (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations and the general public, including trail advocates and outdoor recreation enthusiasts

b. Two (2) Ex-Officio (non-voting) members from the Board of Supervisors, Planning Commission and/or county staff as appropriate.

3. Term and Manner of Appointment

Appointments to the Merced River Trail Community Working Group shall be made by the Board of Supervisors based on the recommendation of the Planning Director or designee.

Initial appointment of Committee members shall be as follows:

Four (4) members: three (3) year term
Three (3) members: four (4) year term
Two (2) members: five (5) year term

After the initial appointments, all terms will be for three (3) year periods.

The Board of Supervisors may remove at any time and without cause any member of the Merced River Trail Community Working Group. All terms shall expire upon the last day of July of the appropriate year.

4. Participation By Member Required, Vacancy

If any member of the Advisory Committee is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the Merced River Trail Community Working Group by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

The Board of Supervisors shall fill any vacancy in the Merced River Trail Community Working Group membership for the unexpired term.

5. Selection of Officers

Attachment: Resolution [Revision 1] (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

At its first meeting, the Merced River Trail Community Working Group shall elect a Chair, Vice Chair, and Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified.

6. Duties of Officers

The chair shall preside at all meetings of the Merced River Trail Community Working Group and shall perform all of the duties necessary or incidental to the office, including approval of the agenda topics for the meeting. The vice-chair is chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the Merced River Trail Community Working Group.

7. Meetings and Quorum

The Merced River Trail Community Working Group shall hold its first meeting at the call of the Planning Director or designee. The Merced River Trail Community Working Group shall establish a meeting schedule as appropriate to accomplish its purpose.

A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any Merced River Trail Community Working Group business at a regular meeting or special meeting.

Notice of Merced River Trail Community Working Group meetings shall be posted and published not less than 72 hours prior to the date of the meeting at the following locations:

a. Mariposa County Website locations: Planning;
b. The Mariposa County Government Center; and
c. The meeting location.

The Planning Director or designee may supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

Meetings of the Merced River Trail Community Working Group shall be subject to the provisions of the California Open Meeting Law (Brown Act).

8. Administration and Support

Attachment: Resolution [Revision 1] (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

a. County staff shall provide support to the Merced River Trail Community Working Group. The Planning Director or designee shall be the lead member of County staff responsible for supporting the Merced River Trail Community Working Group. The Planning Director or designee shall be empowered to call upon appropriate departments to provide information required to assist the Merced River Trail Community Working Group in carrying out its designated responsibilities.

b. The Planning Director or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.

c. In the event that the Merced River Trail Community Working Group does not appoint a secretary, the Planning Director or designee shall be responsible for audio recording the meetings, archival storage of electronic recordings, and preparation and publication of summary minutes for Merced River Trail Community Working Group approval.

Attachment: Resolution [Revision 1] (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

MERCED RIVER TRAIL COMMUNITY WORKING GROUP

		Appointed	Expires
Jessica Thompson	Sierra Foothill Conservancy	9-10-19	7-31-24
Tony McDaniel	Trail advocate and outdoor recreation enthusiast	9-22-20	7-31-22
Nick Ross-Rhudy	National Park Service	9-10-19	7-31-23
Art Baggett	Trail advocate and outdoor recreation enthusiast	9-10-19	7-31-23
Michael Martin	Trail advocate and outdoor recreation enthusiast	7-21-20	7-31-22
Wendy Brown	Trail advocate and outdoor recreation enthusiast	9-10-19	7-31-22
Ralph Mendershausen	Trail advocate and outdoor recreation enthusiast	9-10-19	7-31-22
Dean Bernacchi	Trail advocate and outdoor recreation enthusiast	7-21-20	7-31-22
Jeff Gabe	Trail advocate and outdoor recreation enthusiast	9-24-19	7-31-22
Ben Goger	(1) Ex-Officio (non-voting) member from the BOS and County Staff	01-28-20	
Rosemarie Smallcombe	(2) Ex-Officio (non-voting) member from the BOS and County Staff	9-24-19	

AUTHORITY: Resolution 19-405

MEMBERSHIP: *Should* be selected from or represent the following groups in Mariposa County: Bureau of Land Management, Yosemite National Park, US Forest Service, Merced Irrigation District. Upper Merced River Watershed Council, Sierra Foothill Conservancy, Creative Placemaking Strategy Advisory Committee, Historic Sites & Records Preservation Commission; (the committee may call upon representative of other organizations and the general public as resources on certain topics related Merced River Trail, including trail advocates and outdoor recreation enthusiasts); and Two (2) Ex-Officio (non-voting) members from the Board of Supervisors and county staff as appropriate.

TERM: Appointments shall be made by the Board of Supervisors based on the joint recommendation of the Planning Director or designee.
Initial appointments shall be as follows:

- Four (4) members: three (3) year term;
- Three (3) members: four (4) year term;
- Two (2) members: five (5) year term

After initial appointments, all terms will be for three (3) year periods. All terms shall expire upon the last day of July of the appropriate year (July 31st).

PURPOSE: Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation by the development of the Merced River Trail Master Plan;
Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;
Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to (1) identify and negotiate significant coordinative and logistical hurdles in achieving the trail; (2) recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and (3) ultimately realize the recommendations contained in the Merced River Trail Master Plan;
Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

DEPARTMENT: Planning

Attachment: Authority Sheet (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

April 7, 2021

Mariposa County Board of Supervisors
Subject: Adding two new members to the Merced River Trail Community Working Group

Dear Supervisors:

I am writing to express my strong opposition to adding two new members to our Community Working Group. I did not get a chance to object at our last meeting. In my past experience serving on committees, the more members that are involved in the decision making, the more difficult it is to accomplish anything, and think that nine is more than enough members to serve on this committee. The Historic Sites Committee reduced their membership to five, because they were having difficulty obtaining a quorum. Now, with a smaller number they have found that they are more efficient and can accomplish more.

Mikey stated that he wanted to make sure that the existing committee members and the public were aware of this to ensure that there were no strong objections to it. I felt blind sided when I saw it on the agenda. Because our meeting was a tele-conference I was not sure which members were in attendance and who approved it, as they were never identified, and it wasn't put to a vote. There were also no visitors from the public at our meeting. So I question whether any members of the public know about it. If so, how were they informed?

The residents that live in El Portal and the surrounding area, actually tried to stop any work on the trail between Briceburg and El Portal because they are obviously concerned about more impact to their community. If this special part of the trail is not cared for, it will eventually disappear. Many areas are already impassable due to rock slides, downed trees, and flooding. This area needs stewardship and conservation, while giving consideration for the flora and fauna that live there.

There are also those who don't want the trail developed at all because they think the human impact will be too great. Their solution is to exclude human use, except for walking or hiking. This discriminates against the young, the elderly, and the handicapped. Humans have been part of nature for as long as any other plant or animal. If people aren't allowed to visit these wild places in nature, they cannot cultivate a desire to protect them and be good stewards of the land. This type of ideology is already creating some major road blocks to the development of the Merced River Trail (MRT), and adding more members will only exacerbate this problem. All of these concerns will be taken into consideration by the CWG as we move forward in creating a Master Plan for the MRT. There are no species that I am aware of, that are threatened or endangered in the Merced River corridor. And it is interesting to note that they have all survived the human activities of travel by horseback, wagons, stages, logging, mining, and a train. With proper planning, humans can actually improve the environment along the river such as removing noxious weeds, and introducing plants that serve as habitat, such as milkweed for the monarch butterfly.

I would like to suggest that there could be a bright side to having this trail, such as doing some beautification projects in the area. I have watched El Portal deteriorate over the years from what it used to be. Also, Incline Road is a county road that was paved after the "97 flood. It is currently being used for driving, biking, and walking. Some of the residents have told me that they don't own the land that their house sits on because it is Federal Land. I don't believe the citizens of El Portal, Foresta, or Incline have the jurisdiction to control public roads or Federal Land.

I urge you to vote no on this proposal, because adding new members to our committee will be counterproductive.

Respectfully Submitted,

Wendy Brown
Board Member

Attachment: PUBLIC INPUT - from Wendy Brown (11603 : Change in PAC Membership (Merced River Trail Community Working Group))

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclaim April 18-24, 2021 as "Volunteer Week"

RECOMMENDATION AND JUSTIFICATION:
Proclaim April 18-24, 2021 as "Volunteer Week."

The Adult & Aging Services Branch requests a Proclamation by the Mariposa County Board of Supervisors designating April 18-24, 2021 as Volunteer Week.

Volunteer Week is a time to celebrate everyday people doing extraordinary things through voluntary service across the nation. This year's National Theme, “Shining a Light on the People and Causes That Inspire Us to Serve,” could not be more appropriate during the COVID-19 pandemic response.

National Volunteer Week was first established in 1974 through Executive Order from President Richard Nixon and for the last 47 years it has been acknowledged annually by sitting president and county supervisory boards.

National Volunteer Week is about inspiring, recognizing and encouraging people to seek out imaginative ways to engage in our community. It focuses attention on the impact and power of voluntarism and the services provided as an integral aspect of civic leadership.

With deep appreciation for all that volunteers contribute within our community, a proclamation by this Board recognizing the positive influence and impact of voluntarism would be an appropriate acknowledgement at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically recognized, signed, and presented proclamations as requested by the Adults & Aging Services Branch.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The consequences of a negative action by this Board would be the missed opportunity recognizing, advocating, and endorsing voluntarism in Mariposa County.

ATTACHMENTS:
Volunteer Week 2021 (PDF)

Agenda Item - No Resolution Requested 2021-47

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

The Mariposa County Board of Supervisors

proclaims the

Week of April 18th – 24th, 2021

as

"Volunteer Week"

To acknowledge the impact that the many Volunteers in Mariposa County have on our society. Recognizing the many hours spent tackling our communities' challenges and building a stronger Mariposa.

The Board of Supervisors expresses sincere gratitude and appreciation for those community members that are inspired to lend their time, talent, and voice to make a difference in Mariposa County.

In Recognition of this Year's Theme:

"The Value of One, The Power of Many"

Dated: April 20th, 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: Volunteer Week 2021 (2021-47 : Proclaim April 18-24, 2021 as "Volunteer Week")

MARIPOSA COUNTY

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

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: "Crime Victims' Rights Week" 2021 Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim April 18th - 24th, 2021, as "Crime Victims' Rights Week".

Since the passage of the Victims of Crime Act of 1984, and through the dedicated work of advocates, lawmakers, and victim service providers, there is a growing array of services and resources available to victims and their loved ones.

By approving the Crime Victims' Rights Week Proclamation it will bring awareness to services and resources for victims in Mariposa County. The Mariposa County Sheriff's Department and the Mariposa County District Attorney's Office along with the Victim Witness Program are dedicated to ensuring victims receive support and acknowledgement of their rights.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This April 18th- 24th, 2021, the Office for Victim's of Crime will be commemorating its 40th anniversary of National Crime Victims' Rights Week.

Mariposa County Victim Witness Services was approved by the Board of Supervisors in 1991 to support those affected by crime in our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
There would be a lack of recognition by the community that victims of crime are entitled to rights and services.

ATTACHMENTS:
Scan of Redacted Victim Impact Statement- NCVRW 2021 (PDF)
Crime Victims' Rights Week (PDF)

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



January 6, 2021

Dear Your Honor,

My name is [redacted]. During the last year and a half, I have felt like I was trapped in a relationship that I didn't want to be in. To keep me in the relationship, [redacted] would use violence and intimidation and that caused fear for myself and my family. He has broken windows in my cars, punched and kicked multiple holes in the dry wall at my house as well as taken a baseball bat to my 55-gallon fish tank, smashing it in front of my daughter, causing my son to sleep with a chair wedged on his bedroom door because he was so afraid of [redacted] coming into his room. He has prevented me from leaving my own home with physical violence; pushing me, throwing me down, even grabbing me by my throat while screaming in my face, multiple times. If I told him NO during this time, he would punish me by things like not fixing my car, (due to him breaking/damaging something) until I would "act right" and threaten to hurt me or my children. Then he would tell me that I was over reacting and making things up and I should just forgive him and never bring up the past, over and over and over again. Because of his violent and controlling behavior, I have lost money from my rent deposit from his vandalism, I've paid out financially for various car parts that he has damaged and lost pets.

When I finally had enough, because of how he acted throughout the relationship, I was in grave fear of how he would react to me leaving him for good. I was correct in my fear of his reaction because when I blocked him from everything, he was very aggressive in finding ways to try and contact me, threating me if I didn't answer him or meet with him, it would be the end of me, that I'm "walking the green mile." It got so bad that one of the last things he messaged me was that he was going to murder me and my family.

During that time, my family and I no longer felt safe in our home. I knew from the violence I experienced from him before, that he was very capable of following through with his threats, so I took them very seriously. The time when he was stalking and harassing me was one of the scariest and lonely times of my life. I was afraid of being in my home, afraid of going out, and even staying with anyone. I was also afraid he was going to hunt down my kids after he told me he saw my son in town and that the next time he saw him he was going to put a bullet in my son's head.

My hope is that the court would not see this as just a problem he has with drugs and alcohol; there were times he was clean and sober, yet the controlling behavior was still there. Please address this as someone that has a violent tendency toward women, not just an anger problem or and addiction problem, not ever angry or addicted person is violent. Please make his consequences something that will send a message to him that treatment like this towards women is not only absolutely wrong, but illegal as well. Please make the consequences hard enough that he would think twice about treating someone, especially someone that you are supposed to love, like this again.

Thank you for your time, sincerely,

[redacted]

Attachment: Scan of Redacted Victim Impact Statement- NCVRW 2021 (2021-48 : "Crime Victims' Rights Week" 2021 Proclamation)

The Mariposa County Board of Supervisors

proclaims the

Week of April 18th – 24th, 2021

as

"CRIME VICTIMS' RIGHTS WEEK"

Recognizing the rights of victims including the rights to be heard and to be treated with fairness, dignity, and respect and working to meet their needs rebuilds their trust in the criminal justice and social service systems. Individuals' trust in the compassion, understanding, and support of their communities is achieved through sustained, deep-rooted, and coordinated outreach.

Identifying, reaching, and serving all victims of crime especially those from groups that often have less access to healing services and avenues to justice is essential. Our community's continued engagement with the challenges faced by victims of crime will ensure that the progress made to date is not lost, and that new ground is broken to gain greater justice and healing for all victims.

Dated: April 20th, 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: Crime Victims' Rights Week (2021-48 : "Crime Victims' Rights Week" 2021 Proclamation)

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authority to File a CRRSSA Transit Grant Application for Transit Assistance

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RECOMMENDED ACTION AND JUSTIFICATION:

Adopt a Resolution Granting Authority to the Local Transportation Commission Executive Director to Act on Behalf of the Local Transportation Commission (OF) Mariposa County to Submit an Application to Seek Federal Transit Funding Under (FTA) Section 5311 Coronavirus Response and Relief Appropriations Act (CRRSAA) with the California Department of Transportation.

CRRSAA is a Federal Transit Assistance funding opportunity titled for the "Coronavirus Response and Relief Appropriations Act" and is intended to offset COVID-19 negative fiscal impacts to Transit Operations. Assistance in the amount of $303,287 is available to Mariposa County upon passage of this Resolution and filing of required documentation by the LTC Executive Director will satisfy the requirements to secure this funding assistance. In order to receive this appropriation this application must be fully executed and filed in the Federal System no later than May 1, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has traditionally approved applications seeking Federal Grant Funds in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this item not be approved the County will become ineligible to receive the apportionment amount of $303,287.

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 21-_____

A Resolution authorizing the Federal Funding Under FTA Section 5311 (49 U.S.C. Section 5311) with California Department of Transportation.

Local Transportation Commission 2021-13

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1G): and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus: and

WHEREAS, Mariposa County Local Transportation Commission desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Mariposa County:

WHEREAS, the Mariposa County Local Transportation Commission has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social services agencies).

NOW THEREFORE BE IT RESOLVED AND ORDERED that the Mariposa County Local Transportation Commission hereby authorizes the Executive Director, to execute and file an application on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 Federal Transit Act (FTA C 9040.1G), as amended

That the Executive Director is authorized to execute and file all certification of assurances, contracts or agreement or any other documents required by the Department: and

That Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects: and

That Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the Local Transportation Commission of Mariposa County, State of California, at a regular meeting of said Commission or Board Meeting held on the th day of , 2021 passed and adopted by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

MARIPOSA COUNTY

Public Works · 209 966 5356

_____

_____
Marshall Long, Chair
Local Transportation

Commission
ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

ATTACHMENTS:
CRRSAA Project Description 4-6-21 (PDF)
CRRSAA Resolution Draft 2021(PDF)
CRRSAA RTPA Certifications and Assurances 4-6-21 (PDF)
CRRSAA 5311 Funds Appropriations List FY 2021 (PDF)
Application Certifications CRRSAA 4-6-21 1(PDF)

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

Project Description

General Project Details:	
Please type your agency name:	Mariposa County Local Transportation Commission

Please select Project Types below for which your agency is applying and complete the relevant section of this form (Check all that apply).

☑	Operating Assistance
☐	Capital and Equipment Purchases
☐	Preventative Maintenance
☐	Construction or Real Estate Requests *if your agency plans on applying for *Construction or Real Estate Requests* please contact your Liaison for more information
☐	Planning Assistance Requests *if your agency plans on applying for *Planning Assistance* please contact your Liaison for more information

General Information

Question 1: Indicate the type(s) of public transportation service for the proposed projects funded by FTA Section 5311. (Check all that apply)

☐	**Fixed Route** - Vehicles will travel on specific roads and stop at pre-designated locations according to a schedule.
☑	**Demand Response** - Vehicles will pick people up when they need a ride (Must be open to the general public).
☐	**Deviated Fixed Route** - Vehicles will travel from point A to point B but go out of the way to pick up or drop off passengers if necessary (Deviations must be open to the general public).

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

☐	**Blended Paratransit -** Complementary Paratransit Provided on the Same Vehicle as the Fixed Route Service. Please upload your Blended Paratransit Plan in your Organization's Profile under the Important Documents Section.
☐	**ADA Paratransit Service** - Please upload your ADA Paratransit Service Plan in your Organization's Profile under the Important Documents Section.
☐	**Commuter Service** - Fixed route bus service characterized by service predominantly in one direction during peak periods, and with limited stops and routes of extended length, usually between the central business district and outlying suburbs.
☐	**University Service** - An institution of higher education has a formal arrangement with the transit operator to provide university transportation service.
☐	**Charter Service**

List all cities and counties served by your project(s):

Mariposa, Madera, and Tuolomne Counties

Question 2: At a minimum, transportation service will be provided between the hours of:

A.M.	8:30	P.M.	4:00

At a minimum, transportation service will be provided on the days of:

From:	Monday	To:	Friday

Question 3: For the FY you are applying for, did your agency receive any other *Federal funds* that would be utilized on this project(s)? (Check all that apply and provide standard agreement number(s) and the dollar amount). For 5307, the term "receive" means funds have been obligated.	No

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

If you answered YES above, which Program(s) were utilized:					
☐	5307	Dollar Amount:			
☐	5310	Dollar Amount:		Standard Agreement #	
☐	5311(f)	Dollar Amount:		Standard Agreement #	
☐	Other:	Dollar Amount:		Standard Agreement #	
Total Amount of Funds:			$ 0		

Question 4: Does your agency receive more than $750,000 in *Federal funds*? Use Question 3 to help answer:	No
If you marked **YES** above, has your agency submitted the annual Single Audit Report to the State Controller's Office (SCO)? The report is due to the SCO on March 31st of each fiscal year.	
Your agency must upload a pdf copy of the Single Audit Report along with this application in BlackCat in your Organizations tab under the Important Documents section in the Fiscal Responsibility category.	

Question 5: Has your agency changed fares in the last year?	No
If you marked **YES** above, how did you notify the public of the fare change? (Check all that apply below):	

Agency Website ☐	Newspaper ☐	Radio ☐	Flyers ☐
Public Hearings ☐	TV/Cable ☐	Other ☐	Describe Other:

If fares were changed, was an equity analysis done on the impact of fare changes on the disadvantage population? If **YES**, please upload a copy of the analysis to your application in the Documents Section.	

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Question 6: Which one of the following describes the project(s) for which you are applying? (Check all that apply)	
☐	Add new service
☐	Expand existing service to additional areas, please explain planned expansions?
☑	Maintain service at current level

Question 7: How is your project(s) service marketed? (Check all that apply):

Agency Website ☑	Newspaper ☐	Radio ☐	Flyers ☐
Public Hearings ☐	TV/Cable ☐	Other ☐	Describe Other:

Question 8: Does your agency employ between 50-99 transit-related employees, and requests or receives Capital or Operating Assistance in excess of $1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of $250,000 in the previous Federal Fiscal Year.	No
If **YES**, your agency must upload its abbreviated EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.	
Employs 100 or more transit-related employees, and requests or receives Capital or Operating Assistance in excess of $1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of $250,000 in the previous Federal Fiscal Year.	No
If **YES**, your agency must submit its EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.	

Question 9: Does your agency use General Transit Feed Specification GTFS?	No

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Operating Assistance (Complete ONLY if applying for Operating Assistance Projects)

Question 1: Please describe the Operating services:

Mari-Go, Mariposa County Transit, is a Dial-A-Ride Service. Mari-Go operates Monday through Friday 8:30 A.M. - 4:00 P.M., except County Holiday's. Rider's must call in advance to schedule rides. All buses are equipped with a wheelchair lift and tie-down straps for wheelchair passengers. Mariposa County Transit also operates a curb-to-curb non-medical transportation service, Medi-Trans, to Seniors (60 years of age and older) for scheduled medical appointments and/or in office procedures in Mariposa, Merced, Oakhurst and Fresno. All Medi-Trans are ADA accessible with a ramp and tie-down straps for wheelchair passengers.

Question 2: What is the Operating Period for this project?

Begin Date:	07/01/2020	End Date:	06/30/2021

Question 3: Is your Operating Service directly operated by your agency in-house?

◉	Yes, Operating service is directly operated in-house.
○	No, Operating service is not directly operated in-house.

If you answered **YES** above, then you are done with this Section. If you answered **NO**, please answer the remaining questions in this Section.

Question 4: Is your Operating Service performed through a third-party contract, Intergovernmental Agreement (IGA), or Joints Powers Authority (JPA) agreement and **APPROVED** by Caltrans DRMT?	No

If **YES**, your agency must upload a pdf copy of Caltrans DRMT approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category.

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

What is the base period of the operating service third-party contract or IGA?			
Contractor:	Base Period Begin Date:	Base Period End Date:	List all Optional Periods Available:
Example: We Operate, Inc.	7/1/2015	6/30/2020	Yr. 1: 7/1/2020 - 6/30/2021 Yr. 2: 7/1/2021 - 6/30/2022

If you answered **NO** above, please contact your assigned Liaison to get your 3rd Party Contract approved by DRMT.

*If your 3rd Party Contract is expiring soon and you are not exercising your option years, then you must submit a Request For Proposal (RFP) Package within the next **12** months for review and approval by DRMT. Please contact your Liaison for more information.

Question 5: Has the Operating Service third-party contract, IGA, or JPA agreement been ***modified*** and received approval from Caltrans DRMT? (i.e. amended, and or optional period of performance have been exercised).	

If you answered **YES** above, your agency must upload a pdf copy of Caltrans DRMT approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category.

If you answered **NO** above, please contact your assigned Liaison to get your 3rd Party Contract amendment approved by DRMT.

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Capital Vehicle or Equipment Request Details (Complete only if purchasing vehicles and or equipment)
PRE-AWARD AUTHORITY IS STRICTLY FORBIDDEN FOR ALL CAPITAL PURCHASES *Receiving an executed Standard Agreement (DOT-213A)* *is **NOT** procurement authorization*

Question 1: The proposed Capital purchase(s) is for (check all that apply):

☐	Vehicle(s)
☐	Information Technology (IT) or Intelligent Transportation Systems (ITS) Equipment (i.e. Hardware, Software, Fareboxes, GPS, AVL, Smart Cards, Security Cameras, and Vehicle Maintenance System).
☐	Non- ITS Equipment

Vehicle(s): If you are purchasing a vehicle; Identify the procurement contract or method below:

☐	State ZEB Vehicle Contracts:	(For contract information go to this Link and enter "ZEB" in the description field).
☐	CalACT/MBTA Joint Procurement:	CalACT requires: a vehicle quote and floorplan to approve contract utilization. **Do NOT submit final Purchase Orders to vendors or CalACT prior to formal Caltrans procurement authorization.**
☐	Piggyback:	Specify the contract the piggyback assignment will be requested from and the year the contract was awarded: *Piggyback procurement will not be authorized from contracts awarded prior to October 1, 2015.*
☐	Other Local Procurement:	Please Specify:

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Information Technology (IT) or Intelligent Transportation Systems (ITS) Equipment (i.e. Hardware, Software, Fareboxes, GPS, AVL, Smart Cards, Security Cameras, and Vehicle Maintenance System: If you are purchasing IT or ITS equipment; Fill out the ***ITS Compliance Form*** section of this application for Caltrans review and approval.
Attach a PDF of the I**ndependent Cost Estimate (ICE)** of the equipment with this application. ICE guidance is available on BlackCat's Resources Tab in the Global Resources section under the Procurement folder.
If a **Single Source** will be solicited for this purchase, complete the Non-Competitive Procurement Justification form available on BlackCat's Resources Tab in the Global Resources section under the Procurement folder.

Non- ITS Equipment
Attach a PDF of the **Independent Cost Estimate (ICE)** of the equipment with this application. ICE guidance is available on BlackCat's Resources Tab in the Global Resources section under the Procurement folder.
If a **Single Source** will be solicited for this purchase, complete the Non-Competitive Procurement Justification form available on BlackCat's Resources Tab in the Global Resources section under the Procurement folder.

Question 2: Indicate the proposed vehicle purchase(s) (check all that apply):	
☐	Vehicle Replacement (Complete Questions #3 and #4)
☐	Service Expansion (Skip ahead to Question #4)

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Question 3: List the current vehicle(s) that will be replaced

Full VIN#	Vehicle Year	Make/Model or Vehicle Description	Fuel type	Length	Passenger Capacity	Actual Mileage	Date Placed in Revenue Service	Date Taken Out of Revenue Service	Total Federal Share Spent on Original Purchase

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant

Question 4: List the vehicle(s) your agency proposes to purchase

Quantity	Vehicle (bus, minivan, trolley, etc.)	Chassis Type (Ford E-450, GM4500, etc.)	Fuel type	Length	Passenger Capacity	Useful Life in Years	Useful Life in Miles	Unit Price	Total Price
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0

***Manufactured vehicles shall not exceed the Original Equipment Manufacturers Gross Vehicle Weight Rating**

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant

Question 5: How does your agency intend to meet federal rollingstock (vehicle) requirements to certify post-delivery compliance for Buy-America, Purchaser's Requirements, and FMVSS?		
○	Qualified in-house inspector	
○	Third-party inspector	
○	Other (specify):	

Question 6: List the equipment your agency proposes to purchase:

Quantity	Description of the equipment (Fareboxes, AVL, GPS, etc.)	Unit Price*	Total Price
			$ 0
			$ 0
			$ 0
			$ 0
			$ 0
			$ 0
			$ 0

*Unit price must correspond to the competitive range that is determined in the ICE. ICE guidance is on BlackCat's Resources Tab in the Global Resources section under the Procurement folder.

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Question 7: What is the need for this vehicle(s) or equipment? How did you select the project?
Question 7a: Describe what service improvements would be addressed by acquiring the equipment and or vehicle(s)?
Question 7b: If your agency is requesting vehicle(s) replacement, explain why the vehicle(s) needs replacement.
Question 7c: If the request for vehicle(s) or equipment is for service expansion, how was the need for the expansion determined?
Question 7d: If funding for this project is approved, how will the surrounding community benefit?

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Question 8: Complete the proposed procurement schedule:	
Procurement Schedule:	**Date:**
RFP/IFB Issue Date:	
Contract Award Date:	
Initial Delivery Date:	
Final Delivery Date:	

Question 9: If you are requesting reimbursement for Capital Cost of Contracting, please indicate the type of contract below (Contract must have been reviewed and approved by Caltrans DRMT Federal Procurement Management Branch's staff).

☐	**Service Contract** (contractor provides maintenance and transit service; subrecipient provides vehicles)
☐	**Service Contract** (contractor provides transit service only; subrecipient provides vehicles and maintenance)
☐	**Vehicle Maintenance Contract** (contractor provides maintenance; subrecipient provides vehicles and transit service)
☐	**Vehicle Lease Contract** (contractor provides vehicles; subrecipient provides maintenance and transit service) *
☐	**Maintenance and or Lease Contract** (contractor provides vehicles and maintenance; subrecipient provides transit service) *
☐	**Turnkey Contract** (contractor provides vehicles, maintenance, and transit service) *
☐	**Vehicle or Service Contract** (contractor provides vehicles and transit service; subrecipient provides maintenance) *

***** Please note that the types of contracts assume that contractor provides the assets.

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Question 10: Is any FTA funded equipment (vehicles, fare boxes, AVL, radios, computers, cameras, etc.) operated by your agency under warranty?	
If **YES**, your agency must submit the warranty form along with this application in BlackCat.	
If you answered **YES**, what is the system for recovering warranty claims?	

Question 11: Are claims pursued satisfactorily?	

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Preventative Maintenance (Complete ONLY if applying for Preventative Maintenance Projects)		
Question 1: Please indicate the type of Preventative Maintenance for the proposed project. (Check all that apply):		
☐	Inspections	
☐	Repairs or Replacements	
☐	Overhauls or Refurbish	
☐	Other (specify):	

Question 2: Please describe the Preventative Maintenance activities:

Question 3: Will the proposed Preventative Maintenance project be completed by your agency in-house?	

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Question 4: Is your Preventative Maintenance performed through a third-party contract and **APPROVED** by Caltrans DRMT?	

If **YES**, your agency must upload a pdf copy of Caltrans DRMT approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category.

What is the base period of the Preventative Maintenance third-party contract?

Contractor:	Base Period Begin Date:	Base Period End Date:	List all Optional Periods Available:
Example: We Operate, Inc.	7/1/2015	6/30/2020	Yr. 1: 7/1/2020 - 6/30/2021 Yr. 2: 7/1/2021 - 6/30/2022

If you answered **NO** above, please contact your assigned Liaison to get your 3rd Party Contract approved by DRMT.

Question 5: Has your Preventative Maintenance third-party contract been ***modified*** and received approval from Caltrans DRMT? (i.e. amended, and or optional period of performance have been exercised).	

If you answered **YES** above, your agency must upload a pdf copy of Caltrans DRMT approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category

If you answered **NO** above, please contact your assigned Liaison to get your 3rd Party Contract amendment approved by DRMT.

Attachment: CRRSAA Project Description 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 21-_____

A Resolution authorizing the Federal Funding Under FTA Section 5311 (49 U.S.C. Section 5311) with California Department of Transportation.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1G): and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus: and

WHEREAS, Mariposa County Local Transportation Commission desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Mariposa County:

WHEREAS, the Mariposa County Local Transportation Commission has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social services agencies).

NOW THEREFORE BE IT RESOLVED AND ORDERED that the Mariposa County Local Transportation Commission hereby authorize the Executive Director, to execute and file an application on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 Federal Transit Act (FTA C 9040.1G), as amended

That the Executive Director is authorized to execute and file all certification of assurances, contracts or agreement or any other documents required by the Department: and

That Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects: and

That Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the Local Transportation Commission of Mariposa County, State of California, at a regular meeting of said Commission or Board Meeting held on the th day of , 2021 passed and adopted by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

Attachment: CRRSAA Resolution Draft 2021 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Marshall Long, Chair
Local Transportation Commission

ATTEST:

Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Attachment: CRRSAA Resolution Draft 2021 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit Assistance)

Certifications and Assurances of the MPO's and RTPA's

General Information:			
Regional Agency Name:	Mariposa County Local Transportation Commission	**Contact Person:**	Mike Healy
Contact Email:	mhealy@mariposacounty.org	**Contact Phone:**	209-966-5356
Name of Subrecipient:	Mariposa County	**Project Description:**	Operating Costs

Project Amount and Fund Type:	
Regional Apportionment 5311 or 5311(f)	**Total Project Cost**
$ 303,287	$ 303,287

Federal Transportation Improvement Program - Metropolitan Planning Organizations and Regional Transportation Planning Agency		
Document (or Amendment) Number	**Document (or Amendment) Year**	**FHWA/FTA Federally Approved TIP (Date)**

Attachment: CRRSAA RTPA Certifications and Assurances 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for

Check all that apply below:	
☐	Some combination of state, local, or private funding sources have been or will be committed to provide the required local share.
☐	The subrecipient has coordinated with other transportation providers and users in the region, including social service agencies capable of purchasing service.
☑	The amount requested does not exceed the Federal funds provided to this agency in the approved Federal TIP or Federal Statewide TIP(FSTIP)
☐	The regional agency or TPA has approved, by resolution, the programming of funds for this Project and Project has met all Statewide Transportation Improvement Program (STIP) requirements.

Certifying Representative:

By signing below, I have read and acknowledge that my agency is in compliance with certifications and assurances as stated above.

Name:	Mike Healy	**Title:**	Executive Director, MCLTC
Signature:		**Sign Date:**	04/20/2021

Please sign above in BLUE ink
Due to COVID-19 we will be accepting both wet and electronic signatures

Attachment: CRRSAA RTPA Certifications and Assurances 4-6-21 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for

Coronavirus Relief and Response Supplemental Appropriations Act (CRRSAA) Funding: 5311 FFY 2021
California Department of Transportation
Division of Rail and Mass Transportation
Office of Transit Grants and Contracts

County/Region	CRRSAA Share
MTC	$ 4,717,361
SACOG	$ 2,226,671
Alpine	$ 108,951
Amador	$ 632,980
Butte	$ 2,024,418
Calaveras	$ 757,395
Colusa	$ 355,932
Del Norte	$ 475,429
El Dorado	$ 1,477,434
Fresno	$ 4,583,490
Glenn	$ 467,319
Humboldt	$ 2,237,106
Imperial	$ 1,094,184
Inyo	$ 308,189
Kern	$ 4,341,588
Kings	$ 1,080,823
Lake	$ 1,074,575
Lassen	$ 579,870
Los Angeles	$ 1,245,570
Madera	$ 1,203,976
Mariposa	$ 303,287
Mendocino	$ 1,459,704
Merced	$ 1,562,649
Modoc	$ 160,958

County/Region	CRRSAA Share
Mono	$ 236,003
Monterey	$ 1,810,666
Nevada	$ 1,641,217
Orange	$ -
Placer	$ 1,383,911
Plumas	$ 332,468
Riverside	$ 2,774,435
San Benito	$ 918,436
San Bernardino	$ 4,037,869
San Diego	$ 2,168,044
San Joaquin	$ 1,243,625
San Luis Obispo	$ 1,549,904
Santa Barbara	$ 768,695
Santa Cruz	$ 524,932
Shasta	$ 988,612
Sierra	$ 108,951
Siskiyou	$ 746,129
Stanislaus	$ 1,348,765
Tehama	$ 1,054,601
Trinity	$ 229,090
Tulare	$ 2,533,398
Tuolumne	$ 920,031
Ventura	$ 1,172,336
Ventura	$ 1,172,336

Date Prepared: March 3, 2021
Prepared by: Tracy Harrison

Attachment: CRRSAA 5311 Funds Appropriations List FY 2021 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit

Application Certifications

Application Certification:	
Agency Name:	Mariposa County Local Transportation Commission
FTA Program:	FTA 5311 Program CRRSAA
Fiscal Year:	2021

I hereby certify that I am the authorized signee for the above listed applicant. I also herby certify that I have reviewed the organizational information and application forms submitted in the BlackCat system and all statements, information, and representations made are true and correct to the best of my knowledge. I also hereby certify that adequate local share as described in herein will be available to execute this project(s).

Please Enter Name & Title of Authorized Signee Below:			
Name:	Mike Healy		
Title:	Executive Director, MCLTC		
Signature:		**Sign Date:**	04/20/2021

Please sign above in BLUE ink
Due to COVID-19 we will be accepting both wet and electronic signatures

Attachment: Application Certifications CRRSAA 4-6-21 1 (LTC-2021-13 : Authority to File a CRRSSA Transit Grant Application for Transit

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-217

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI)

RECOMMENDATION AND JUSTIFICATION:
Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI); and authorize the Health and Human Services Agency DIrector to sign the letter.

BACKGROUND:
2021, the California Department of Health Care Services (DHCS) is beginning a statewide procurement of commercial Medi-Cal managed care plans (MCPs). Some counties have expressed interest in transitioning to a model that includes a local plan. DHCS is requesting a Letter of Intent from the counties interested in pursuing a local plan.

The purpose of the Letter of Intent is for the county to

- demonstrate understanding of the MCP's obligations as a new local plan,
- describe county engagement underway, and
- outline the necessary steps in order to meet the preliminary requirements prior to the finalization of the commercial plan procurement RFP in 2021.

This Letter of Intent was initially due March 31, 2021 but has been extended to April 30, 2021.

Currently, Anthem Blue Cross and California Health and Wellness Plan provide Medi-Cal managed care services in Mariposa County. Over the past several months, HHSA staff have engaged in conversation with the Health Plan of San Joaquin and Central California Alliance for Health (CCAH) about interest in Mariposa County joining their local plans. HHSA has also participated in discussions with peer counties through the County Health Executives Association of California (CHEAC) and the Central California Area Social Services Consortium (CCASSC). As a result of these discussions, HHSA decided to pursue a Letter of Intent jointly with CCAH.

This Letter of Intent requires approval by the Mariposa County Board of Supervisors and by the CCAH Board of Directors. This Letter of Intent is an acknowledgement to DHCS that Mariposa County and CCAH will continue discussions to determine if Medi-Cal managed care services provided by CCAH will be of greater benefit to Mariposa County.

The Letter of Intent *does not*

- bind, encumber, or promise the Mariposa County Medi-Cal managed care services contract to CCAH,
- bind, encumber, or promise CCAH to provide Medi-Cal managed care services to Mariposa County, or
- bind, encumber, or promise DHCS to allow Mariposa County to change its Medi-Cal managed care plan model or service provider(s).

The Board of Supervisors' approval of the Letter of Intent *does*

- allow Mariposa County to continue to explore what Medi-Cal managed care plan and provider(s) can best meet the needs of Mariposa County,
- allow Mariposa County to engage stakeholders (i.e. community members, health services providers) in discussion about the possibility of changing Medi-Cal managed care plan and provider(s), and
- allow Mariposa County and CCAH to determine if CCAH is best positioned to address the needs of Mariposa County *and* the mission and goals of CCAH.

DHCS's timeline for finalization of the counties included in the procurement Request for Proposal (RFP) is October 2021. The implementation date for commercial plans procured in the RFP, and any new local plans, is January 1, 2024.

HISTORY OF BOARD ACTIONS:
There is no known history of Board actions related to exploring the possibility of changing the Medi-Cal managed care plan model or provider(s).

FINANCIAL IMPACT: There is no financial impact to approving the Letter of Intent.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board of Supervisors chooses not to approve the Letter of Intent, Mariposa County will not have the ability to explore Medi-Cal managed care plan options that may better meet the needs of the community.

ATTACHMENTS:
County Managed Care Transition to Local Plan - LOI Instructions 2-2-21 (PDF)
LOI Mariposa County - CCAH_FINAL (PDF)

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

WILL LIGHTBOURNE
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

GAVIN NEWSOM
GOVERNOR

County Managed Care Transition to Local Plan: Letter of Intent Instructions

March 31, 2021, is the deadline for counties, and the corresponding managed care plan, that intend to transition to a model that includes a local plan by January 2024, to indicate this intention to the California Department of Health Care Services (DHCS) via a *Letter of Intent*. This document provides instructions for the county *Letter of Intent*. Submission of a *Letter of Intent* does not guarantee that a county may shift to a local Medi-Cal contracted plan. However, failure to submit a complete *Letter of Intent* will preclude a county from shifting to a local plan model by January 2024.

Purpose

In 2021, DHCS is beginning a statewide procurement of commercial Medi-Cal managed care plans (MCPs). Some counties have expressed interest in transitioning to a model that includes a local plan. If a county transitions to a model that includes a local plan, DHCS may remove that county from the commercial plan procurement (for a single local plan model) or reduce the number of commercial plans procured in the county (for a Two-Plan Model). DHCS's timeline for finalization of the counties included in the procurement Request for Proposal (RFP) is **October 2021**. The purpose of the *Letter of Intent* is for the county to demonstrate understanding of the MCP's obligations as a new local plan, describe county engagement underway, and outline the necessary steps in order to meet the preliminary requirements prior to the finalization of the commercial plan procurement RFP in 2021. The implementation date for commercial plans procured in the RFP, and any new local plans, is January 1, 2024.

State Statutory Authority

While State statutory authority may not be required for a county to transition to a model that includes a local plan, state statute can provide an important public review process. Counties should complete their own assessment of statute that may be needed to authorize specific aspects of the intended model or reverse any conflicting prior statute. DHCS is available to provide technical assistance as the county works with the Legislature on a bill.

Federal Authorization for a New Single Plan Model

Based on guidance from the Centers for Medicare and Medicaid Services (CMS), a plan that has not previously operated as a County Organized Health System (COHS) may act as the only Medi-

Cal plan (similar to a COHS model) in a county with federal authorization through either new federal statute **or** 1115 waiver expenditure authority. A single plan entity that is authorized only by 1115 waiver expenditure authority would not be a Health Insuring Organization (HIO), and so would be subject to all federal Managed Care Organization (MCO) requirements except plan choice. However, DHCS cannot guarantee CMS approval of the initial 1115 waiver expenditure authority for such a single-plan model, or the subsequent five-year renewals. Only new federal legislation can provide a guarantee of federal authorization.

DHCS Review

DHCS has state statutory authority to determine which, and how many, managed care plans the state contracts with for Medi-Cal services in counties. DHCS's review process will be based on the best interests of Medi-Cal beneficiaries and state goals for the Medi-Cal managed care delivery system, including plan experience, administrative and operational ability, adequate network, financial ability to take on risk, and the ability to meet future expectations of Medi-Cal program. For a county that intends to transition to a model that includes a local plan, DHCS will review information and approve, or deny, the county and plan to proceed at these four points in time:

1) After March 2021, DHCS will review the *Letter of Intent* submission. DHCS will also review current Medi-Cal quality performance data for a corresponding plan. This review is only applicable for a corresponding plan that is currently a Medi-Cal managed care plan. DHCS will not require any new information from the plan for the quality performance data review.

2) In October 2021, DHCS will verify completion of the county ordinance and any necessary state statute. At this time, DHCS will also request and review evidence of a viable network contracting strategy to support the new local plan responsibility.

3) In early 2022, DHCS will request and review information similar to the evaluation and qualification criteria outlined in the future commercial plan procurement RFP.

4) Later in 2022, the new local plan will begin the full readiness review process for implementation in January 2024.

Letter of Intent Contents

The *Letter of Intent* must include all of the following information:

County and managed care plan contact information:

1. County primary and secondary contact name, telephone number, mailing address, and email address.
2. Managed Care Plan primary and secondary contact name, telephone number, mailing address, and email address.

Attachment: County Managed Care Transition to Local Plan - LOI Instructions 2-2-21 (RES-2021-217 : Approve Medi-Cal Managed Care Plan

Indicate which local plan type the county is proposing:

1. Join an existing COHS plan.
2. Join an existing Local Initiative plan.
3. Develop a new Local Initiative plan.
4. Develop a new COHS plan that is an HIO and requires new federal legislation.
5. Develop a new single-MCP model plan that is not an HIO.

Description, contract model, and partners:

1. Include a short statement describing your county's interest in shifting to a local plan model.

2. List the potential participating entities that would work with your county as part of the formation and administration of the local plan. Address the following:

    a. Will the new local plan be developed through arrangement with an existing managed care plan? Or, is the county forming a new local plan independent of an existing managed care plan? Please describe intended arrangements for the administration and operation of the new local plan.

    b. Please explain any direct contract or subcontract/delegation arrangements that are planned. If contracting information is incomplete, please provide all information available at this time.

Attestations:

The county and corresponding plan will attest in the *Letter of Intent* that they have a reasonable expectation that they will meet the following requirements based on their knowledge and intent as of the date of the *Letter of Intent*. No supporting documentation is required at this time other than that noted in the "Required Attachments" section below. To complete items #1 and #2(a) below, please refer to the current Medi-Cal Managed Care Two-Plan Boilerplate Contract Implementation Plan and Deliverables in Exhibit A, Attachment 18 starting on page 148 (hyperlinked). The readiness review process will begin in 2022. Though the 2022 readiness requirements will differ somewhat, the current Two-Plan requirements provide the best current example of the requirements that the local plan will have to meet prior to operation in 2024.

1. Financial:

    a. The risk-bearing entity (county or corresponding plan) is in good financial standing, has a working capital ratio of at least 1:1, and is able to assume financial risk for Medi-Cal managed care plan services for Medi-Cal members in the county.

b. The county and/or the local plan will have the ability to self-fund all pre-implementation activities, including readiness requirements, and will not require funding from DHCS related to the cost of these activities.

c. The local plan will meet financial readiness requirements that are similar to the example requirements listed at the link above in Section 2 "Financial Information", Section 8 "Provider Compensation Arrangements", and Section 20 "Budget Detail and Payment Provisions".

2. General Readiness Requirements:
   a. The local plan will meet non-financial readiness requirements and timelines that are similar to the example requirements listed at the link above.
   b. If the local plan is a COHS (or equivalent single-MCP model plan), it will meet network capacity requirements for 100% of the Eligible Beneficiaries in the county. (This requirement differs from what is listed in the Two-Plan model contract.)
   c. The local plan will implement all applicable Medi-Cal managed care plan requirements that are added through new legislation or other guidance, including but not limited to, all elements of the final CalAIM proposal (California Advancing and Innovating Medi-Cal). The final proposal is available at the DHCS CalAIM website.

3. Network Contracts:
   a. By September 2021, the county and corresponding managed care plan will describe preliminary planning for a network contracting strategy and ongoing negotiations to support the increased capacity necessary for the new local plan responsibility for January 2024.

4. Regulatory Requirements:
   a. New state statute to authorize a shift to a local plan model will be enacted by October 2021.
      i. Indicate if the county believes this requirement is not applicable.
   b. New county ordinance to authorize the shift to a local plan model will be enacted by October 2021.

Required Attachments

The following supporting documentation must be included with the *Letter of Intent*:

1. A copy of the risk bearing entity's (county or corresponding managed care plan), most recent annual financial statement and forecast; and

2. A description of any health related financial sanctions or corrective action plans currently in effect, and whether the county, and corresponding managed care plan if applicable, anticipate they will be lifted or completed by January 2024.

Readiness Planning
Included within the LOI, please submit a written response of not more than four pages total for the five following items to answer how the county and/or corresponding plan intend to meet the following readiness requirements (as outlined in W&I 14087.48 (b)), including any milestone dates and benchmarks:

1. Service utilization;
2. Network adequacy;
3. Quality and monitoring including utilization management protocols;
4. Accessibility standards; and
5. Any additional efforts undertaken by the MCP.

Signatures on the *Letter of Intent:*
These signatures indicate that both individuals attest to the accuracy of all information provided in the *Letter of Intent*:

1. County Board of Supervisors Chair(s) – with formal Board of Supervisors approval.
2. CEO of the corresponding managed care plan.

Submission Instructions
Counties that intend to shift to a local plan model by January 2024, shall submit a *Letter of Intent* to the Department of Health Care Services (DHCS) by close of business on **March 31, 2021**. If a group of counties is pursuing a shift to the same local plan, the counties may submit a joint *Letter of Intent* signed by the County Board of Supervisors Chairs, with formal Board of Supervisors approval, for all counties and the CEO of the corresponding managed care plan. The letter should be submitted by email to Brian.Hansen@dhcs.ca.gov and addressed to **Kirk Davis, Deputy Director, Health Care Delivery Systems, Department of Health Care Services**. The *Letter of Intent* should be no more than five pages long, including the Readiness Planning section information noted above.

Questions
Please email any questions to Brian.Hansen@dhcs.ca.gov.

Attachment: County Managed Care Transition to Local Plan - LOI Instructions 2-2-21 (RES-2021-217 : Approve Medi-Cal Managed Care Plan

Attachment: LOI Mariposa County - CCAH_FINAL (RES-2021-217 : Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI))

Mariposa County Health & Human Services Agency

Central California Alliance for Health

April 30, 2021

Ms. Bambi Cisneros
Acting Deputy Director
Health Care Delivery Systems
Department of Health Care Services
1501 Capitol Avenue, MS 4400
Sacramento, CA 95899-7413

RE: Letter of Intent – Mariposa County/Central California Alliance for Health

Dear Ms. Cisneros,

On behalf of the County of Mariposa (the County) and the Central California Alliance for Health (the Alliance), we are pleased to submit this non-binding Letter of Intent to express our mutual interest in a County/Health Plan partnership to expand the Alliance Service Area to include its County Organized Health System (COHS) model of Medi-Cal managed care to eligible Medi-Cal beneficiaries in Mariposa County.

The County and the Alliance first began discussions regarding the feasibility a partnership in 2012 and again most recently, the County contacted the Alliance in 2019 regarding its interest in exploring the possibility of working with the Alliance towards an expansion of the Alliance's COHS Medi-Cal managed care plan services. The Alliance's history of successful operations in the region and its emphasis on access, quality, member engagement and provider support are all factors in the County's interest in working with the Alliance.

The County will include key stakeholders, in the discussions regarding the change to a Medi-Cal managed care model and will ensure local buy-in and interest in pursuing the opportunity to bring the COHS model into the county health care delivery system. All parties' interests are mutual and aligned in their appreciation of the opportunity to meet the health care needs of Mariposa county Medi-Cal beneficiaries through local governance.

Based on current shared knowledge, available information, and mutual intent, the County and the Alliance attest to having a reasonable expectation that the following requirements will be met.

1. The Alliance remains in good financial standing, has a working capital ratio of at least 1:1, and is able to assume financial risk for Medi-Cal managed care plan services for Medi-Cal members in the county assuming revenue rates developed for the expansion area are determined to be adequate by the Alliance.

2. The County and the Alliance will work together to self-fund all pre-implementation activities, including readiness requirements, and will not require funding from DHCS related to the cost of these activities.
3. The Alliance will meet financial readiness requirements that are similar to those included in the Alliance current Medi-Cal contract in Section 2 “Financial Information”, Section 8 “Provider Compensation Arrangements”, and Section 20 “Budget Detail and Payment Provisions”.
4. The Alliance will meet non-financial readiness requirements and timelines that are similar to those included in the Alliance current Medi-Cal contract
5. The Alliance will meet network capacity requirements for 100% of the Eligible Beneficiaries in the county.
6. The Alliance will implement all applicable Medi-Cal managed care plan requirements that are added through new legislation or other guidance, including but not limited to, all elements of the final CalAIM proposal (California Advancing and Innovating Medi-Cal).
7. By September 2021, the Alliance will describe preliminary planning for a network contracting strategy and ongoing negotiations to support the increased capacity necessary for the new local plan responsibility for January 2024.
8. The County is not aware of any new state statute requirement necessary to implement this managed care model transition. If it were to be determined that such statutory authority was necessary, the County would work to develop and enact the requisite legislation.
9. The County Board of Supervisors will consider enacting local ordinances by October 2021 authorizing the shift to a County Organized Health System model through the Central California Alliance for Health.

Following are the County and Plan contacts for related to this discussion.

Mariposa County	Central California Alliance for Health
Primary: Shannon Gadd Director Health & Human Services Agency 5362 Lemee Lane, PO Box 99, Mariposa CA 95338 209-966-2000 sgadd@mariposacounty.org	**Primary: Stephanie Sonnenshine** Chief Executive Officer 1600 Green Hills Road, Suite 101 Scotts Valley, CA 95066 831-430-5530 ssonnenshine@ccah-alliance.org
Secondary: Eric Sergienko Mariposa County Health Officer 5362 Lemee Lane, PO Box 99, Mariposa CA 95338 209-966-2000 esergienko@mariposacounty.org	**Secondary: Danita Carlson** Government Relations Director 1600 Green Hills Road, Suite 101 Scotts Valley, CA 95066 831-212-1602 dcarlson@ccah-alliance.org

Attachment: LOI Mariposa County - CCAH_FINAL (RES-2021-217 : Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI))

The County and the Alliance submit this non-binding Letter of Intent to expand the Alliance's COHS model of Medi-Cal managed care, to Medi-Cal beneficiaries in Mariposa County, contingent on state and federal approval and upon adequate revenue to support the expansion, as determined by the Alliance and approved by the Alliance governing board. To that end, the Alliance must receive sufficient pre-expansion utilization data to evaluate revenue rates and support provider network development. Further, final approval by the Alliance board is subject to confirmation of federal statutory authority and/or waiver requirements related to COHS enrollment limits, to ensure the long-term financial viability and sustainability of the Alliance's operations in its existing tri-county service area.

The County shares in the Alliance's mission to provide accessible, quality health care guided by local innovation and thanks the Department of Health Care Services for this opportunity to bring the Alliance mission, vision and values to its residents.

Sincerely,

Shannon Gadd
Director Health and Human Services
Mariposa County

Stephanie Sonnenshine
Chief Executive Officer
Central California Alliance for Health

Attachment: LOI Mariposa County - CCAH_FINAL (RES-2021-217 : Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI))

Exhibit B: Readiness Planning

The Santa Cruz – Monterey – Merced Managed Medical Care Commission (dba: Central California Alliance for Health) or "the Alliance", operates a County Organized Health System (COHS) pursuant to State and federal statutes. (Welfare & Institutions Code §14087.54 and CFR § 42 U.S.C. § 1396u-2(a) (3) (c) serving over 370,000 eligible enrolled Medi-Cal beneficiaries in Santa Cruz county since 1996, Monterey county since 1999 and Merced county since 2009. As a COHS plan successfully operating for over 25 years and having twice previously successfully implemented county expansions the Alliance is well-positioned to expand its service area to encompass the Medi-Cal enrollees in Mariposa County, which borders all three of the Alliance current counties. *(Separately, the Alliance submits a parallel letter of intent to expand its service area to San Benito County.)*

The Alliance provides the following information to demonstrate its readiness planning and ability to meet all readiness requirements in each of the following areas.

Service Utilization

The Alliance has the demonstrated ability to provide reliable service utilization and cost data, including but not limited to, all required quarterly financial reports, audited annual reports, utilization reports of medical services, and encounter data.
The Alliance maintains an information system that collects and reports encounter and claims data in compliance with managed care plan contractual requirements regarding the provision of timely, accurate, reasonable and complete encounter and claims cost data.

The Alliance Finance Department complies with contractual requirements regarding periodic financial reporting, including quarterly and annual financial statements, rate development templates and all supplemental data requests.

Network Adequacy

The Alliance maintains a provider network adequate to provide all medically necessary Covered Services to 100% of the eligible enrollees in its service area. The Alliance's provider network includes primary care physicians, non-physician medical practitioners, specialists, pharmacies, hospitals and ancillary providers that are based on the population makeup and geographic needs within its service area. The Alliance contracts with Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs) as well as American Indian Health Programs and Freestanding Birthing Centers (FBCs) where available. In addition, the Alliance offers telehealth services to complement its provider network and address access to care.

The Alliance provider network complies with accessibility and availability requirements, including standards for time and distance as reflected in the plan's annual network certification submission.

Quality Monitoring

The Alliance administers robust quality improvement and utilization management programs which include prospective and retrospective review of services, patterns of practice review

Attachment: LOI Mariposa County - CCAH_FINAL (RES-2021-217 : Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI))

and review of drug prescribing practices. In addition, the Alliance has mechanisms in place to review for and detect both over-utilization and under-utilization of services.

The Alliance maintains a Quality Improvement (QI) System to monitor, evaluate, and take effective action to address any needed improvements in the quality of care delivered by all providers rendering services on its behalf, in any setting. The Quality Improvement and Population Health (QI/PH) Department monitors the quality of health care services provided and is able to review quality of care at the individual member level, as well as for the Alliance's member population as a whole. This includes leading the Alliance's effort to improve effectiveness and preventive care measures for members through the National Committee for Quality Assurance (NCQA) HEDIS/MCAS measures and the Alliance Care Based Incentives (CBI) program. The QI/PH Department manages the clinical safety program, including review of Potential Quality Issues, Facility Site Review audits, and on-going monitoring activities. To support providers with clinical improvement efforts, QI/PH provides technical assistance through quality practice coaching, learning collaboratives, practice transformation academy, CBI Forensic visits, and academic detailing. In addition, QI/PH provides health education and cultural and linguistic programs to support members with preventive care and chronic care management interventions.

Accessibility Standards

The Alliance has established accessibility standards in compliance with contractual and regulatory requirements including procedures for timely access to appointments within standards for timely appointments for urgent, non-urgent primary care, specialty and ancillary services as required.

The Alliance offers a 24/7 Nurse Advice Line service available to members with a registered nurse available to answer health care questions and assist members and connect them with services.

Additional Efforts

The Alliance is able to submit required deliverables to the Department, including but not limited to, quality improvement systems, utilization management, access and availability, member services and member grievance systems.

The Alliance will use its approved Member Handbook and member informing materials to provide information to new enrollees and will ensure that provider sites and facilities are reviewed in compliance with contractual requirements.

The Alliance has policies and procedures in place in compliance with standards and guidelines established by the Department which demonstrate its readiness to provide services to members and can provide additional information in any of the above areas upon request.

The County and the Alliance have no health-related financial sanctions or Corrective Action Plans in place.

Attachment: LOI Mariposa County - CCAH_FINAL (RES-2021-217 : Approve Medi-Cal Managed Care Plan Transition Letter of Intent (LOI))

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-218

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

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

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

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the construction will not be completed and the overall project will be in jeopardy.

FINANCIAL IMPACT:
This project is funded largly through Federal Funds and has minimal impact to appropriated Engineering Funds.

REF ID# 11584

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

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

Attachment: Jacobs 4th amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES, is made and entered into this _____ day of _____2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Jacobs Engineering Group, Inc.(Formally CH2MHill, Inc.), hereinafter referred to as **"Contractor."**

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

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

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

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

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

1. Paragraph 1.01, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2023.

2. Paragraph 3.01, "SCOPE OF SERVICES" is hereby amended to provide that **Contractor** agrees to provide the following additional services: The new scope of services includes Construction Support including survey staking, site visits, submittal review, assistance with change orders, and creation of as-built plans per attached Exhibit "A".

3. Paragraph 4.01, "COMPENSATION," is hereby amended to provide that an additional One Hundred Twenty Six Thousand Six Hundred Twenty Four Dollars ($126,624) will be added to the original amount of Five Hundred Eleven Thousand Forty Seven Dollars 36/100 ($511,047.36), making the total compensation paid to **Contractor** not to exceed amount of Six Hundred Thirty Seven Thousand Six Hundred Seventy One Dollars 36/100 ($637,671.36).

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

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

COUNTY OF MARIPOSA	CONTRACTOR
Marshall Long, Chair Board of Supervisors	Jacobs Engineering Group, Inc. (Formally CH2M)
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Jacobs 4th amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

EXHIBIT "A"

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

DARRAH ROAD BRIDGE OVER WEST FORK CHOWCHILLA RIVER
REPLACEMENT PROJECT

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

SCOPE OF SERVICES

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

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

Task 5 - Construction Support Services

Task 5.1 Project Management

The CONSULTANT will manage project tasks including work needed to:

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

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

Assumptions:

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

Attachment: Jacobs 4th amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Deliverables:

- Monthly progress reports and invoices

Task 5.2 Construction Support Engineering Services

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

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

The COUNTY will provide:

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

Assumptions:

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

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

Attachment: Jacobs 4th amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

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

Deliverables:

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

Task 5.3 Survey Services

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

The CONSULTANT will provide the survey services described below:

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

Assumptions:

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

Attachment: Jacobs 4th amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

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

Deliverables:

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

Consultant Staffing

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

General Assumptions

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

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

Attachment: Jacobs 4th amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

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

Attachment: Jacobs 4th amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

DARRAH ROAD BRIDGE REPLACEMENT PROJECT - CONSTRUCTION SUPPORT SERVICES

			Hours Per Person												
			Jeff Thomure	Carla Aguilar	Sebastian Varela Fontecha	Patrick Walker	Lauren Reinking	Lilly Nowlakha	Aaron Willis	Gregg Parker	George Tye	Shelly Stone	Roland Brooks	Jason Woody	Karen Diaz
			Project Manager	Roadway Lead Engineer	Bridge Engineer	Sr. Technician	Roadway Eng QC	Roadway Jr Engineer	Sr. Surveyor	Survey QC	Project Surveyor	Survey CAD Technician	Sr. Field Surveyor	Jr. Field Surveyor	Admin/ Clerical
Task	**Hours**	**Price**													
Task 5.1 PM	60 Hrs	$ 10,782	60												
Task 5.2 Field	118 Hrs	$ 17,659	59	47				12							
Task 5.2 Submittal	104 Hrs	$ 14,538	36	22	34			12							
Task 5.2 RFI	40 Hrs	$ 5,733	13	14	13										
Task 5.2 CCO	16 Hrs	$ 2,875	16												
Task 5.2 As Built	64 Hrs	$ 7,993			56	8									
Task 5.2 Staking Notes	48 Hrs	$ 6,537		40			8								
Task 5.3 Field Survey & Support	138 Hrs	$ 16,682							10		26	14	44	44	
Task 5.3 Record of Survey	113 Hrs	$ 14,104							10	4	12	12	36	36	3
Expenses		$ 8,950													
Subs		$ 11,081													
Fixed Fee		$ 9,690													
Total Fee	701 Hrs	**$ 126,624**													

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

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2020-133

MEETING: March 17, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

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

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

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 8, 20019 Resolution 2019-590 the Board authorized the Second Amendment to extend the term of the Agreement to December 31, 2020.

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the design work will not be completed and the overall project will be in jeopardy.

FINANCIAL IMPACT:
This project is funded largly through Federal Funds and has minimal impact to appropriated Engineering Funds.

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Resolution - Action Requested 2020-133

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

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

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

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT is made and entered into this 17th day of March 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Jacobs (formerly CH2M HILL Inc.), hereinafter referred to as **"Contractor."**

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

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

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

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

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

1. Paragraph 2.01, "CONTRACTOR" is hereby amended to reference a name change to Jacobs.

2. Paragraph 1.01, "TERM", is hereby amended to extend the term of the Agreement to June 30, 2021

3. Paragraph 4.01, "COMPENSATION" is hereby amended to increase compensation by One Hundred Thirty Two Thousand Two Hundred Forty Nine Dollars ($132,249) for a total not to exceed amount of Five Hundred Eleven Thousand Forty Seven Dollars 36/100 ($511,047.36).

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

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

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

COUNTY OF MARIPOSA:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

March 10, 2020

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

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Mariposa County
Department of Public Works

Darrah Road Bridge over West Fork Chowchilla River Replacement Project

Professional Services Agreement # 14-045

Proposed Amendment No. 3

PREPARED FOR: Gary Brown/Mariposa County

PREPARED BY: Jeff Thomure and Chris Serroels/CH2M

DATE: January 17, 2020

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

Changes Impacting Scope for Task 06

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

Additional Project Management and Administration

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

Additional Coordination and Collaboration with County

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

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

Reconcile Cost Proposal Reduction

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

Additional Design and Detailing Effort

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

Unanticipated Revisions to 95% PS&E

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

Additional Effort to Procure Environmental Permits

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

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

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

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

Increased Right-of-Way Effort

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

Summary of Changes to Task 06

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

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

Sincerely,

Jeff Thomure

Jeff Thomure, P.E.
Project Manager

Lisa Alliger

Lisa Alliger, P.E.
Designated Project Executive

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Mariposa County
Department of Public Works

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

ITEMS OF WORK	PRIME CONTRACTOR STAFFING AND DIRECT COSTS													TOTAL SUBCONSULTANT COST	TOTAL TASK ORDER COST
	PROJECT STAFF (PROJECT ROLE)	Chris Semcke (Project Manager)	Jeff Thomure (Bridge Engineer)	Fred Chiu (Roadway Engineer)	Glenn Manomik (Roadway Engineer)	Patrick Walker (CAD Technician)	Jeff Tupen	Matt Negrete (Project Consultant)	Michele Kester (Project Accountant)	Kristy Becerra (Admin)	Hours / Subtask	Prime Labor Cost	Other Direct Costs	TOTAL PRIME COST		
	LABOR CATEGORY	Principal Consultant	Project Consultant	Project Consultant	Transportation/ Traffic Engineer 4	Senior Technician	Project Controls Professional 4	Project Consultant	Admin / Accounting	Admin / Accounting						
	LABOR RATE	$ 189.89	$ 144.52	$ 161.65	$ 150.37	$ 100.91	$ 171.98	$ 162.83	$ 62.82	$ 62.64						
	ITEM OF WORK DESCRIPTION															
Amendment No 3	Additional Project Management and Administration (See Note 1)	20	16						8	8	80	$ 9,892.83		$ 9,892.83	$ -	$ 9,892.83
	Additional Coordination and Collaboration with County (See Note 1)	8	54								70	$ 10,366.96		$ 10,366.96	$ -	$ 10,366.96
	Recuncile Cost Proposal Reduction (See Note 2)		80	48							172	$ 22,371.20		$ 22,371.20	$ -	$ 22,371.20
	Additional Design and Detailing Effort (See Note 3)		60			24		16			100	$ 13,701.41		$ 13,701.41	$ -	$ 13,701.41
	Unanticipated Revisions to 95% PS&E (See Note 4)		24	60	8						92	$ 11,059.52		$ 11,059.52	$ -	$ 11,059.52
	Additional Effort to Prepare and Process Environmental Permits (See Note 5)						220				220	$ 37,836.16		$ 37,836.16	$ -	$ 37,836.16
	Additional ROW Effort (See Note 6)															
	Sub-Total	28	40		40						104	$ 17,773.29		$ 17,773.29	$ 12,227.91	$ 30,000.90
		36	284	108	48	24	220	16	8	8	868	$ 129,021.39	$ -	$ 129,021.39	$ 12,227.91	$ 133,249.00
	SUB-TOTAL HOURS	36	284	108	48	24	220	16	8	8	868					
	PRIME LABOR COST	$ 6,837.04	$ 41,038.56	$ 16,978.48	$ 6,945.76	$ 4,839.92	$ 37,836.16	$ 6,455.92	$ 422.64	$ 374.08		129021		$ 129,021.39	$ 12,227.91	$ 133,249.00
	LABOR RELATED % COST													$ 129,021.39		
	PRIME DIRECT COST (Non-labor costs)												0%	$ -		
	TOTAL PRIME COST BEFORE MARK UP													$ -		
	SUBCONSULTANT MARK UP													$ 129,021.39		
	TOTAL												0%	$ -		
	TOTAL NOT-TO-EXCEED COST													$ 129,021.39		
														$ 129,021.39		$ 133,249.00

NOTES:

1) Additional effort for some project management and coordination activities due to increased project duration. Also includes 40 hours for additional coordination with County, necessary due to the FHWA rejection of the second project time extension request, to prepare alternate alignment concepts and facilitate potential implementation of ROW.
2) The original cost proposal was reduced by approximately $22,500 at the County's request to maintain the PE phase budget within the HBP programmed amount at the time. CH2M accommodate this request and this cost has not yet been recaptured.
3) Increased design effort required for bridge design and detailing which involved more complex structural characteristics than originally anticipated (see scope for details).
4) Additional effort to revise design and detailing in order to accommodate late changes generated by ROW and property constraints.
5) Additional effort for preparation and coordination activities to secure environmental permits due to changed site conditions and increased regulatory practices. Also includes 60 hours for preparation of an Environmental Commitments Record and 40 hours for procuring anticipated permit extension that will be needed due to project delays during ROW acquisition.
6) Additional effort for preparation and coordination activities for ROW acquisition due to FHWA extension rejection, schedule acceleration, and related items of work.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED CH2M Hill, Inc. 9191 South Jamaica Street Englewood , CO 80112-5946	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ACE AMER INS CO — 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 57420085 **REVISION NUMBER:**

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

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

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

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

CERTIFICATE HOLDER

Mariposa County Department of Public Works

4639 Ben Hur Road

Mariposa, CA 95833

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured: Jacobs Engineering Group Inc.			Endorsement Number: 262
Policy Symbol: HDO	Policy Number: G71586129	Policy Period: 07/01/2019 TO 07/01/2020	Effective Date of Endorsement:
Issued By (Name of Insurance Company): ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

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

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

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

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

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Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			13
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G71966129	07/01/2019 TO 07/01/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

   I. The beginning of the Policy period, if this endorsement is effective as of such date; or

   II. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us, and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured: Jacobs Engineering Group Inc.			Endorsement Number: 3
Policy Symbol: IGA	Policy Number: H25266511	Policy Period: 07/01/2019 TO 07/01/2020	Effective Date of Endorsement:
Issued By (Name of Insurance Company): ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

   i. The beginning of the Policy period, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 1000 LOS ANGELES CA 90017	
	Policy Number Symbol: WLR Number: WC35892248
Policy Period 07-01-2019 TO 07-01-2020	Effective Date of Endorsement 07-01-2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

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

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

   i. The beginning of the Policy period, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

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

Authorized Representative

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

F. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

G. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

H. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

I. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

J. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

K. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

L. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

M. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

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

MS-36362 (04/19)

JOHN J. LUPICA, President
Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/27/2019

NAME OF INSURED: CH2M Hill, Inc.

SUPP (10/00)

Attachment: Jacobs (CH2M) 3rd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

RES. NO. 19-590

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

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

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

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

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

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

1. 1.01 Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Miles Menetrey, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED CH2M Hill, Inc. 9191 South Jamaica Street Englewood , CO 80112-5946	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ACE AMER INS CO — 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 57420085 **REVISION NUMBER:**

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

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

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

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

CERTIFICATE HOLDER	CANCELLATION
Mariposa County Department of Public Works 4639 Ben Hur Road Mariposa, CA 95833 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			252
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G71565129	07/01/2019 TO 07/01/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

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

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

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

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

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Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			13
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G71565129	07/01/2019 TO 07/01/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

   i. The beginning of the Policy period, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H25296511	Policy Period 07/01/2019 TO 07/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

   i. The beginning of the Policy period, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 1000 LOS ANGELES CA 90017	Policy Number Symbol: WLR Number: C65892248
Policy Period 07-01-2019 TO 07-01-2020	Effective Date of Endorsement 07-01-2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

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

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

   i. The beginning of the Policy period, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

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

Authorized Representative

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

F. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

G. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

H. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

I. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

J. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

K. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

L. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

M. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

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

JOHN J. LUPICA, President
Authorized Representative

MS-36362 (04/19)

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/27/2019

NAME OF INSURED: CH2M Hill, Inc.

SUPP (10/00)

Attachment: Jacobs (CH2MHILL) 2nd amd Darrah Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

RES. NO. 17-

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

COUNTY OF MARIPOSA:
Board of Supervisors

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

CONTRACTOR:
CH2MHILL, INC.

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

APPROVED AS TO FORM:

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

ATTEST:

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

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

EXHIBIT "B"

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

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

PE Phase

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

ROW Phase

The additional request is based on the following items:

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

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

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

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

2014/15-2019/20 Highway Bridge Program

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

District: 10 County: Mariposa

Responsible Agency	HBP-ID	Project Description
Mariposa County	572	BRIDGE NO. 40C0033, DARRAH ROAD OVER WEST FK CHOWCHILLA RIVER, 0.7 MI N OF SR 49. Replace 2-lane bridge with a standard 2-lane bridge; Realign Approach Roadway.

Phase Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
PE	570,750			46,000					616,750
R/W	25,000			31,000					56,000
CON				2,100,000					2,100,000
Total	595,750			2,177,000					2,772,750

Fund Source Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $	476,600			1,920,730					2,397,330
Local Match	119,150			256,270					375,420
LSSRP Bond									
Local AC									
Total	595,750			2,177,000					2,772,750

PE Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $	456,600			36,800					493,400
Local Match	114,150			9,200					123,350
LSSRP Bond									
Local AC									
Total	570,750			46,000					616,750

R/W Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $	20,000			24,800					44,800
Local Match	5,000			6,200					11,200
LSSRP Bond									
Local AC									
Total	25,000			31,000					56,000

CON Summary:	Prior	14/15	15/16	16/17	17/18	18/19	19/20	Beyond	Total
Fed $				1,859,130					1,859,130
Local Match				240,870					240,870
LSSRP Bond									
Local AC									
Total				2,100,000					2,100,000

Project #: 5940(004)

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

EXHIBIT "C"

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

Consultant: CH2MHILL
Project: Darrah Rd. Bridge 40C0033
****

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

1. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. The CONSULTANT shall not comment publicly to the press or any other media regarding this agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.

E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

A. This agreement shall go into effect contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2017 unless extended by agreement amendment.

B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

3. CONFLICT OF INTEREST

A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter I, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.

B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be as per the approved Cost Proposal.

C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. Use attached LAPM Exhibit 10-H for Cost Proposal Format.

6. DEBARMENT AND SUSPENSION CERTIFICATION

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

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

7. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding $5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense on the basis of a competent independent appraisal of such equipment.

Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess $25,000 shall contain the above provisions.

8. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

9. NON DISCRIMINATION

A. During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

C. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Sub-consultants, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

E. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the consultant is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under this agreement until the CONSULTANT complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

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

10. INSPECTION OF WORK

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

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

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

1. No state, federal or local agency appropriated funds have been paid, or will be paid, by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONSULTANT also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

14. RETENTION OF RECORDS/AUDIT

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

B. Subcontracts in excess of $25,000 shall contain this provision.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

15. STATE PREVAILING WAGE RATES

A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by the COUNTY's project manager.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

D. CONSULTANT and sub-consultant agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the COUNTY project manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. STATEMENT OF COMPLIANCE

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

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

B. During the performance of this agreement, the CONSULTANT and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The CONSULTANT and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONSULTANT and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The CONSULTANT and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The CONSULTANT, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. SUBCONTRACTING

A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of sub-consultants must be approved in writing by the COUNTY.

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

19. SAFETY

A. The CONSULTANT shall comply with OSHA regulations applicable to the CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Article.

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

(END OF ADDENDUM)

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Exhibit 10-H Cost Proposal
Darrah Road Bridge Replacement

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

DIRECT LABOR

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

LABOR COSTS

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

FRINGE BENEFITS

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

INDIRECT COSTS

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

FEE (Profit)

q) (Rate: 10%)	**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]**	**$ 21,678**

OTHER DIRECT COSTS (ODC)

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

Attachment: CH2MHILL 1st amd Darrah Rd Bridge (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

14-045

PROFESSIONAL SERVICE AGREEMENT

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

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

and

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

ARTICLE 1. TERM OF AGREEMENT

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

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

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

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of **$291,298.36** for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services,
or
[x] Incremental payments based on the following schedule:
Submittal of monthly invoices

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

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

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

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

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

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

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

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

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

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

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

ARTICLE 6. OBLIGATIONS OF COUNTY

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

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the

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

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

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

COUNTY:

KEVIN CANN, Chairman
Mariposa County Board of Supervisors

9-11-14
Date:

CONTRACTOR: CH2MHILL

Lucie Bonnan
(Signature)

4/21/2014
Date:

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

9-11-14
Date:

APPROVED BY:

Peter M Rei
PETER M. REI, PE
Public Works Director

4/23/14
Date:

Revised 5/06/13

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Task 1 – Preliminary Engineering

Task 1.1 Project Management

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

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

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

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

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

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

Assumptions:

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

Deliverables:

- Project QA/QC plan
- Project CPM schedule

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

Task 1.2 Survey & Mapping

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

Task 1.3 Geotechnical Engineering Services

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

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

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

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

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

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

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

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

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

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

Design Support: Provide design review consultation through final design.

Assumptions:

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

Deliverables:

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

Task 1.4 Hydrologic & Hydraulic Engineering Services

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

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

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

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

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

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

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

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

Deliverables:

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

Task 1.5 Preliminary Roadway and Bridge Engineering

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

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

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COUNTY. CONSULTANT will prepare the following sheets to comprise the Geometric Approval Drawings:

- Typical Sections (1 sheet)
- Preliminary Plan, Profile & Superelevation Diagram (2 sheets)
- Preliminary Traffic Control / Stage Construction (2 sheets if necessary)

Develop Preliminary Roadway to 30% Design: CONSULTANT will develop the roadway Alternative C to a 30% design level. During the 30% design phase, CONSULTANT will meet with the COUNTY to present the draft design and discuss design decisions and criteria.

The 30% roadway plans will include:

- Horizontal and vertical alignment information
- Approximate construction limits
- Right-of-way limits and needs
- Approximate Grading and Paving Quantities
- Preliminary Construction Traffic Control, Staging, and Access
- Anticipated Design Exceptions
- Construction Cost Estimate

Develop Selected Bridge Alternative to 30% Design: CONSULTANT will update the previously prepared Bridge Feasibility Study Report (October 2012) to include a refined replacement alternative. Using the preferred alignment developed in the preceding task a single-span bridge alternative will be developed to 30% design. A bridge general plan drawing and engineers estimate will be prepared for that alternative. Draft copies of the general plan and estimate will be submitted for COUNTY review. After COUNTY review is complete, comments addressed, and preferred bridge alternative confirmed, the feasibility study report will be revised to include the refined replacement alternative. The report will be submitted for Caltrans review, Caltrans comments will be addressed, and a final report will then be submitted.

Prepare Draft and Final Project Memorandum: Prepare a short technical memorandum that includes:

- Summary of the components of Alternative C including preliminary plans, right-of-way (temporary easements), construction staging and access, and anticipated design exceptions
- Summary of geometric design criteria (e.g. design speed, minimum horizontal radius, vertical curve length, superelevation runoff length, etc.)
- Preliminary Quantities and Estimated Construction Cost
- List of issues that will be resolved during final design

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Prepare Draft PS&E (65% Design): Upon approval of the design memorandum, the CONSULTANT will prepare and submit the draft PS&E to the COUNTY. This scope of work is based on the approximate sheet count listed in Attachment 1. CONSULTANT will meet with the COUNTY once during the 65% Design to discuss or resolve any issues.

Bridge Design: CONSULTANT will prepare structural calculations and bridge plans for the bridge type and configuration agreed upon during the Preliminary Engineering task. This submittal will represent a complete, unchecked set of bridge construction documents to be submitted to the COUNTY. The bridge design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Standard Plans & Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria

Approach Roadway Design: CONSULTANT will prepare the approach roadway design in general accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and the Caltrans Highway Design Manual, Caltrans Standard Specifications and Standard Plans. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required.

Engineer's Estimates of Probable Construction Cost: CONSULTANT will provide cost estimates at the draft PS&E design submittal. Detailed quantities will be prepared in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the County's cost data.

Contract Specifications / Special Provisions: CONSULTANT will prepare the un-edited contract Special Provisions for the project based in General on Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards.

Utilities Coordination: CONSULTANT will assist in the coordination of the relocation of one utility.

Assumptions:

- Project limits extend approximately 450 west and 200 feet east of the new bridge
- One meeting at County to discuss Draft 30% Design
- One meeting at County during 65% Design
- One utility relocation (telephone)

Deliverables:

- Project Concept Exhibit, electronic PDF copy
- 30% Design Roadway Plans & Estimate, electronic PDF copy
- 30% Design Bridge Plans & Estimates, electronic PDF copy

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- Draft Project Memorandum, electronic PDF copy
- Final Project Memorandum, electronic PDF copy
- Draft 65% Plans, electronic PDF copy
- Draft 65% un-edited Special Provisions, electronic PDF copy and Word file
- Draft 65% Engineers Estimate, electronic PDF copy and Excel file

Task 2 – Environmental Services

Task 2.1 Project Management

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

- Lead, direct and monitor the project team
- Monitor the QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (2 meetings at the County and 4 conference calls)
- Coordinate a critical path method schedule
- Prepare monthly progress reports
- Prepare monthly invoices
- Prepare Caltrans Programming Paperwork & Local Assistance Manual Forms

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

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements.

Assumptions:

- Project manager will attend 2 meetings at the County

Deliverables:

- Monthly progress reports and schedules
- Meeting notes prepared by Consultant and distribution to all attendees

Task 2.2 Environmental Services

CONSULTANT shall perform the studies, prepare the documents, and complete the necessary forms to obtain environmental clearance for both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review processes. The CONSULTANT shall prepare the appropriate environmental documents, a Categorical

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Exclusion with special studies under NEPA and an Initial Study to support a Mitigated Negative Declaration under CEQA.

Technical Studies:

Water Quality Assessment Report: CONSULTANT shall prepare a Water Quality Assessment Report consistent with Caltrans standards. The document shall evaluate potential water quality impact of proposed bridge construction, operation, and maintenance and include any necessary mitigation measures. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes (pre and post project) of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' *Storm Water Quality Handbook – Planning and Design Guide,* shall be identified by the CONSULTANT for any significant water quality impacts that may occur during construction and/or operation of new bridge.

Natural Environment Study: A new Natural Environment Study (NES) will be prepared by the CONSULTANT consistent with Caltrans standards. A key objective of the new NES is to identify any special status plants, fish, or wildlife, or sensitive habitats that may be affected by the project. This evaluation will consider the potential presence of important biological habitat and sensitive species, including wetlands and waters of the U.S. To the extent possible, information from the prior NES will be used.

Wetland Delineation and Assessment: CONSULTANT shall conduct site surveys and prepare an updated wetland delineation documenting potential waters of the U.S. The wetland delineation shall be submitted to the USACE for verification. The CONSULTANT shall obtain verification of waters of the U.S. from the USACE.

Biological Assessment: CONSULTANT assumes that federally listed endangered species or their habitats may be present in the project area, and a new Section 7 Consultation with the USFWS is likely to be required due to the age of prior survey. CONSULTANT shall prepare a new Biological Assessment documenting federally listed endangered species and their potential habitat within the project area, and will support Caltrans in the completion of a new Section 7 Consultation process.

Cultural Resources: Section 106 documentation shall be prepared by the CONSULTANT in accordance with Caltrans standards. CONSULTANT's services include a literature review; a field survey; contact with the Native American Heritage Commission (NAHC) and local and Native American groups, as well as contact with local historical societies, to ascertain any concerns they may have about the proposed project. CONSULTANT will update the Historic Properties Survey Report (HPSR)/Findings of Effect (FOE), but the prior Archaeological Survey Report (ASR) are assumed to be adequate and do not require update. CONSULTANT will update the Area of Potential Effects (APE) map and coordinate approval with Caltrans and the COUNTY.

Hazardous Waste Initial Site Assessment (ISA): CONSULTANT shall prepare a new ISA to identify all documented hazardous waste sites located within the project study area that store, transfer, or utilize large quantities of hazardous materials. The ISA should include mitigation measures. CONSULTANT shall conduct an agency records search to identify all

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hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. CONSULTANT will conduct a visual survey of the project area to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area, CONSULTANT shall determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

Visual Resources: CONSULTANT shall prepare a Visual Resources Technical Memorandum consistent with Caltrans standards. CONSULTANT will conduct a field visit to assess existing visual resource conditions in the project area. The field visit will include an inventory of the following existing conditions: viewpoints; notable visual resources; and the vividness, intactness, and unity of the project area. The analysis will define visual resources within the project area and will evaluate and describe visual quality and character, viewer groups and viewer responses, viewpoints, and changes in vividness, intactness, and unity. Because Caltrans is not requiring a full visual impact assessment, photo simulations will not be used in the analysis.

Deliverables:

- Three (3) draft copies of each Technical Study/Report for COUNTY and Caltrans review and comment
- Two (2) final copies of each Technical Study/Report addressing COUNTY and Caltrans comments

Prepare Determinations:

Prepare Categorical Exclusion (CE): For processing NEPA, CONSULTANT shall prepare a CE determination form for approval by Caltrans. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE. The completed form shall be submitted to Caltrans with three (3) copies each of the final technical studies (revised per County and Caltrans comments) to support the findings of the CE.

Prepare Initial Study/Mitigated Negative Declaration (IS/MND): Replacement of the existing bridge with a new bridge, combined with the interim/permanent bridge structure, is not expected to have significant impacts that are immitigable. Therefore, the project should be processed through the use of an MND for CEQA purposes. Technical Studies prepared for NEPA review will serve as the back-up for the CEQA MND.

Administrative Draft IS: CONSULTANT will prepare an Initial Study (IS) for the COUNTY's review. The format will be based on the typical CEQA Initial Study checklist and an expanded evaluation of each issue area. Included in the IS will be a project description, discussion of the environmental review process, and project methodology. A total of three (3) copies will be printed for COUNTY review and comment.

Preliminary Draft IS: Following review by the COUNTY, CONSULTANT will prepare a Preliminary Draft IS. This second version will evaluate each of the COUNTY's comments on the Administrative Draft IS. Three (3) copies of the Preliminary Draft IS will be submitted for review by the COUNTY.

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Public Review Draft IS: The purpose of this task will be to respond to the COUNTY's comments on the Preliminary Draft IS, complete necessary revisions, submit the document for COUNTY approval, and publish for public review. Fifty (50) copies of the Draft IS will be circulated for review by the COUNTY. CONSULTANT will prepare a draft public notice regarding the availability of the Draft IS for public review. The COUNTY will be responsible for preparing and publishing all legal notices and advertisements, including the notice of intent to adopt the MND and the Notice of Completion for the State Clearinghouse.

Response to Comments on Preliminary Draft Mitigated Negative Declaration (MND): The purpose of this task will be to prepare written responses to comments received on the Draft IS that raise significant environmental issues, and submit them for COUNTY staff review after the close of the public comment period. CONSULTANT will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure. Two (2) copies of the draft Mitigation Monitoring Program and draft mitigation measures will be submitted separately to the COUNTY for review and comment.

Final MND: CONSULTANT shall incorporate the final comments and responses into the Final MND and will submit 30 copies of the approved document for distribution by the COUNTY. Final adjustments to the Mitigation Monitoring Program shall be made based on COUNTY and agencies reviews and comments.

CONSULTANT shall prepare a Notice of Determination for the COUNTY's use in submitting to the State Clearinghouse following the Board's approval of the MND.

Assumptions:

- Appropriate level of CEQA and NEPA documentation is an IS to support a MND under CEQA and a Caltrans CE under NEPA
- Nationwide 404 permit will be issued
- If during preparation of the PES, technical reports, IS, or regulatory permit applications it is determined that additional technical studies, higher level of environmental analysis (i.e. EIR, EA, or EIS), or regulatory agency permit (i.e. individual 404 permit) than described in the preceding scope of services is necessary, the County will be notified, and the environmental scope of services would need to be modified.

Deliverables:

- Two (2) draft copies of the Categorical Exclusion (CE), including any summary document attachments for Caltrans review and comment
- Three (3) copies of the Administrative Draft Initial Study (IS) for COUNTY review and comment
- Three (3) copies of the Preliminary Draft IS for COUNTY review and comment
- One (1) draft copy of the Public Review Draft IS/Mitigated Negative Declaration (MND) addressing previous comments for review by the COUNTY, and fifty (50) copies of the COUNTY accepted Public Review Draft IS/MND for circulation.

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- One (1) copy of each comment letter concerning the above studies/reports from any agency or the general public.
- Two (2) draft copies of any response letters for review and comment
- Two (2) draft copies of mitigation measures for review and comment
- Two (2) draft copies of mitigation monitoring program for review and comment
- Two (2) final copies of the Categorical Exclusion (CE), addressing Caltrans comments, and three (3) copies of each technical study for submittal to Caltrans.
- Two (2) final copies of response letters addressing COUNTY comments
- Two (2) final copies of mitigation measures and mitigation monitoring program addressing COUNTY comments
- One (1) final copy of the Mitigated Negative Declaration (MND) addressing previous comments for review by the COUNTY, and fifty (50) copies of the COUNTY accepted MND for circulation.

Resource Agency Permits:

Nationwide 404 Permit: CONSULTANT shall prepare an application to the USACE for a permit to fill jurisdictional waters of the U.S. pursuant to the requirements of Section 404 of the federal Clean Water Act (404 Permit). It is anticipated that permanent fill of jurisdictional waters resulting from the project would be less than 0.5 acre, which would allow for use of a Nationwide 14 permit for Linear Transportation Projects. The CONSULTANT shall provide any additional information required to the USACE during their review of the permit application, and will obtain a permit from the USACE for the project.

401 Water Quality Certification: CONSULTANT shall prepare an application to the RWQCB for a 401 Water Quality Certification application for the project. The CONSULTANT shall provide any additional information required to the RWQCB during their review of the application, and will obtain a certification from the RWQCB.

1602 Streambed Alteration Agreement: CONSULTANT shall prepare an application to the CDFW for a Streambed Alteration Agreement pursuant to the requirements of Section 1602 of the Fish and Game Code. The CONSULTANT shall provide any additional information required to the CDFW during their review of the application, and will obtain a Streambed Alteration Agreement from the CDFW.

Land Use Lease: CONSULTANT shall prepare an application to the State Lands Commission (SLC) for a land use lease on sovereign lands (bed of Chowchilla River). CONSULTANT shall submit an inquiry for the SLC to confirm the extent of the State's property interest in the bridge crossing site. Assuming the SLC confirms its jurisdiction, CONSULTANT will complete the Application for Lease of State Lands, including title and boundary information.

Deliverables:

- Nationwide 404 Permit Application to the USACE

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- 401 Water Quality Certification Application to the RWQCB
- 1602 Streambed Alteration Agreement Application to the CDFW
- Land Use Lease Application to the SLC

Task 3 – Final Design

Task 3.1 Project Management

The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the project team
- Monitor a QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (2 meetings at the County and 4 conference calls)
- Coordinate a critical path method schedule
- Prepare monthly progress reports
- Prepare monthly invoices
- Prepare Caltrans Programming Paperwork & Local Assistance Manual Forms
- Miscellaneous coordination and support (up to 8-Hours)
  - Assist the County with meetings and coordination efforts with property owners
  - Assist the County with the preparation of Board of Supervisors' memoranda / correspondence

Caltrans Programming and Local Assistance Paperwork: The CONSULTANT will prepare the paperwork necessary to comply with the requirements of the HBP program and Local Assistance Procedures Manual (LAPM) for the proposed project for the COUNTY to submit to Caltrans District 3 Local Assistance. The documents will include:

- HBP Scope/Cost/Schedule Change Requests (If needed)
- Request for Authorization To Proceed with Right-of-Way
- Request for Authorization To Proceed with Construction and PS&E Certification
- Finance Letters

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

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements. Senior level roadway and bridge PS&E review will be incorporated with Task 3.2, "Final Engineering"

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Assumptions:

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

Deliverables:

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

Task 3.2 Final Engineering

Bridge Independent Check: The Draft PS&E will be sufficiently completed by CONSULTANT so that an independent bridge design check can be completed for the COUNTY. An independent engineer, who was not involved in the design, will re-analyze the bridge and retaining walls, verify member capacities and review the special provisions for the bridge. The checker will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

Respond to Comments: CONSULTANT will provide a written response to comments from the COUNTY.

Update Bridge and Roadway PS&E: CONSULTANT will update the PS&E based on the agreement and resolution of the Bridge Independent Check and COUNTY comments for final submittal to the COUNTY. This submittal will represent the final contract documents that will be issued for bid and construction.

Engineer's Estimates of Probable Construction Cost: CONSULTANT will update the cost estimates at the Final PS&E design submittal. Quantity check calculations will be prepared in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the County's cost data.

Contract Specifications / Special Provisions: CONSULTANT update the un-edited contract Special Provisions for the project based in general on Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards.

Assumptions:

- Project limits extend approximately 450 feet west and 200 east of the new bridge
- Specifications will be in Caltrans 2010 format

Deliverables:

- Final Plans, electronic (PDF and AutoCAD)
- Final Special Provisions, electronic PDF and Word file

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- Final Engineers Estimate, electronic PDF and Excel file

Task 3.3 Right-of-Way Services

Appraisal Services: CONSULTANT will develop complete appraisals that will state the estimated fair market value of Temporary Construction Easement (TCE) and/or Permanent Easement interest for up to three (3) properties. Appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided by the COUNTY.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Temporary Construction Easement - Permanent Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject properties with the Owner (where possible)
- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of market data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report

Independent Appraisal Review: Per Federal and State regulations, (Federal and State Uniform Acts) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal.

Acquisition: CONSULTANT proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on client's process. If directed, CONSULTANT will meet with the owners, and convey documents until acceptance or impasse is reached.

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Steps within the acquisition process are outlined below and will be tailored to the County's need for assistance:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.
4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to client will be made after *impasse* has been reached. To reach *impasse* there are three requirements:
   A. Go through the *acquisition steps* outlined below; plus
   B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
   C. Spend up to eight hours working on the parcel acquisition.
   D. Responding to property owner inquiries verbally and in writing within two business days.

   The acquisition steps when offering compensation to the property owner include:
   A. Owner accepts offer. (Close)
   B. Owner rejects offer.
      1. Owner refuses to counter. (Impasse)
      2. Owner makes counter proposal.
         a. Client accepts counter. (Close)
         b. Client rejects counter. (Impasse)
         c. Client makes new offer.
            1. Owner accepts new offer. (Close)
            2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.
8. Final report, including transfer of all pertinent correspondence and files, to client.

ROW Certification: Upon completion of the ROW acquisition, CONSULTANT will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual. CONSULTANT will provide coordination services with Caltrans District 10 and the property owners, as required.

Assumptions:

- Three parcels will require ROW services.
- Plats and legal descriptions will be provided by the COUNTY
- Acquisition is not complicated, as seller is willing. Eminent domain rates are higher.

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Deliverables:

- One (1) copy of each Appraisal Report that meets all State and Federal Standards
- Up to two (2) Real Property Appraisal Reports for Temporary Construction and/or Permanent Easements
- Provide Review Certification Appraisal Reports for up to two (2) Appraisal Reports
- Right of way certification

Task 4 - Services During Construction

Task 4.1 Project Management

The CONSULTANT will manage project tasks including work needed to:

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

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

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements.

Assumptions:

- Only services during bidding are included in this scope. Services during construction to be negotiated in a future contract.

Deliverables:

- Monthly progress reports and schedules

Task 4.2 Services During Bidding

The CONSULTANT will need to be involved during the bid phase of project to provide the services described below:

- Clarification and information about the PS&E package and geotechnical report during advertising
- Assistance in the preparation of any required addenda to the plans and specifications during the advertisement period

The COUNTY will provide:

- Advertisement and Bid Administration

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Deliverables:

- Responses to bidders questions

Task 4.3 Services During Construction (Optional task to be negotiated prior to start of construction)

Task 4.3 scope is informational only. It is not included in the CONSULTANTS price. Price to be negotiated as part of a future contract or contract amendment.

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

- Review and response to contractor requests for information and submittals related to design
- Review and comment on contract change orders.
- Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents:
  - Bridge and Roadway Project Engineer (3-4 Site Visits)
  - Geotechnical Engineer (3 Site Visits)
- Provide environmental services needed to support onsite mitigation efforts during construction as additional work provided on an hourly basis.
- CONSULTANT shall provide one set of reproducible record drawings (Mylar), which clearly identify those changes made during construction (Record Drawings). Record redline drawings kept by the COUNTY will be provided to the CONSULTANT for drafting after completion of construction.

The COUNTY will provide:

- Construction Staking
- Construction Inspection
- Construction Management (Resident Engineer)

Deliverables:

- RFI responses
- Checked submittals and shop drawings
- Contract change order plans
- One (1) set full size Mylar record drawings

IV. Consultant Staffing

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

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V. Other

It shall be the responsibility of the CONSULTANT to resolve any errors in the design, which are identified during construction at no additional cost to the COUNTY and in a timely manner such that construction delays are avoided or minimized to the extent possible. CONSULTANT shall notify the COUNTY of any errors that are a result of incorrect field data provided by the COUNTY.

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Darrah Road Scope of Services Attachment 1
Darrah Road Bridge Replacement Project
Approximate Sheet List

Dwg No.	Sheet Title	Sheet No.
T-1	Title Sheet	1
GN-1	General Notes/Standard Abbreviations	2
SCD-1	Survey Control Diagram	3
TS-1	Typical Cross Sections No. 1	4
TS-2	Typical Cross Sections No. 2	5
L-1	Plan & Profile No. 1	6
L-2	Plan & Profile No. 2	7
C-1	Construction Details No. 1	8
C-2	Construction Details No. 2	9
TC-1	Construction Area Signs & Traffic Control No. 1	10
TC-2	Construction Area Signs & Traffic Control No. 2	11
SS-1	Signing & Striping	12
S-1	General Plan	13
S-2	General Notes and Deck Contours	14
S-3	Foundation Plan	15
S-4	Abutment 1 Layout	16
S-5	Abutment 2 Layout	17
S-6	Abutment Details No. 1	18
S-7	Abutment Details No. 2	19
S-10	Typical Section, Slab Details and Layout	20
S-11	Slab Reinforcement	21
S-12	Barrier Rail Details	22
S-13	Log of Test Borings	23

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Darrah Road Bridge Replacement

Price by Element

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

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Task	Hours	Labor	Labor Overhead	Labor Subtotal	Expense	Subs	Travel	Subtotal	10% Fixed Fee	Task Total
Top Task 01 - Phase 1										
01.A1.01 - Task 1.1 Project Management	112.00	5,853.08	6,538.32	12,391.40	0.00	0.00	200.00	12,591.40	1,239.14	13,830.54
01.A1.03 - Task 1.3 Geotechnical	8.00	538.48	601.52	1,140.00	0.00	29,267.00	0.00	30,407.00	114.00	30,521.00
01.A1.04 - Task 1.4 Hydraulics	8.00	594.32	663.92	1,258.24	0.00	8,555.00	0.00	9,813.24	125.82	9,939.06
01.A1.05 - Task 1.5 Preliminary Design	188.00	9,041.72	10,100.16	19,141.88	0.00	0.00	0.00	19,141.88	1,914.19	21,056.07
01.A2.01 - Task 2.1 Project Management	52.00	2,898.36	3,237.68	6,136.04	0.00	0.00	0.00	6,136.04	613.60	6,749.64
01.A2.02 - Task 2.2 Environmental	604.00	30,836.94	34,447.70	65,284.64	676.00	13,440.00	500.00	79,900.64	6,528.46	86,429.10
01.A3.01 - Task 3.1 Project Management	88.00	4,759.20	5,316.36	10,075.56	0.00	0.00	200.00	10,275.56	1,007.56	11,283.12
01.A3.02 - Task 3.2 Final Design	1,010.00	45,399.18	50,716.56	96,115.74	0.00	0.00	0.00	96,115.74	9,611.57	105,727.31
01.A4.01 - Task 4.1 Project Management	24.00	1,442.16	1,610.96	3,053.12	0.00	0.00	0.00	3,053.12	305.31	3,358.43
01.A4.02 - Task 4.2 SDB	18.00	1,032.34	1,153.20	2,185.54	0.00	0.00	0.00	2,185.54	218.55	2,404.09
Subtotal for 01	2,112.00	102,395.78	114,386.38	216,782.16	676.00	51,262.00	900.00	269,620.16	21,678.20	291,298.36

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Labor (RL)

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

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Labor Resource	Hours	Raw Cost	Multiplier	Amount	Notes
Top Task 01					
Task 01.A1.01 - Task 1.1 Project Management					
Project Manager	48.0	3,611.04	2.1171	7,644.96	
Senior Engineer	8.0	421.84	2.1171	893.04	
Senior Administrative	36.0	1,329.20	2.1171	2,814.00	
Staff Adminstrative	20.0	491.00	2.1171	1,039.40	
Subtotal for 01.A1.01 - Task 1.1 Project Management	**112.0**	**5,853.08**		**12,391.40**	
Task 01.A1.03 - Task 1.3 Geotechnical					
Senior Technologist	8.0	538.48	2.1171	1,140.00	
Subtotal for 01.A1.03 - Task 1.3 Geotechnical	**8.0**	**538.48**		**1,140.00**	
Task 01.A1.04 - Task 1.4 Hydraulics					
Senior Technologist	8.0	594.32	2.1171	1,258.24	
Subtotal for 01.A1.04 - Task 1.4 Hydraulics	**8.0**	**594.32**		**1,258.24**	
Task 01.A1.05 - Task 1.5 Preliminary Design					
Project Manager	8.0	601.84	2.1171	1,274.16	
Senior Technologist	8.0	596.88	2.1171	1,263.68	
Senior Engineer	44.0	2,621.80	2.1171	5,550.44	
Project Engineer	72.0	3,380.08	2.1171	7,155.76	
Staff Engineer	32.0	904.64	2.1171	1,915.20	
Senior Technician	24.0	936.48	2.1171	1,982.64	
Subtotal for 01.A1.05 - Task 1.5 Preliminary Design	**188.0**	**9,041.72**		**19,141.88**	
Task 01.A2.01 - Task 2.1 Project Management					
Project Manager	32.0	2,407.36	2.1171	5,096.64	
Staff Adminstrative	20.0	491.00	2.1171	1,039.40	
Subtotal for 01.A2.01 - Task 2.1 Project Management	**52.0**	**2,898.36**		**6,136.04**	
Task 01.A2.02 - Task 2.2 Environmental					
Principal Engineer	48.0	3,445.44	2.1171	7,294.36	
Senior Technologist	32.0	2,115.16	2.1171	4,478.04	
Senior Engineer	324.0	16,572.86	2.1171	35,086.12	
Project Engineer	200.0	8,703.48	2.1171	18,426.12	
Subtotal for 01.A2.02 - Task 2.2 Environmental	**604.0**	**30,836.94**		**65,284.64**	
Task 01.A3.01 - Task 3.1 Project Management					
Project Manager	36.0	2,789.64	2.1171	5,905.80	
Senior Engineer	16.0	868.96	2.1171	1,839.68	
Senior Administrative	16.0	594.80	2.1171	1,259.28	
Staff Adminstrative	20.0	505.80	2.1171	1,070.80	
Subtotal for 01.A3.01 - Task 3.1 Project Management	**88.0**	**4,759.20**		**10,075.56**	
Task 01.A3.02 - Task 3.2 Final Design					
Project Manager	16.0	1,239.84	2.1171	2,624.80	
Senior Engineer	208.0	12,660.32	2.1171	26,802.88	
Project Engineer	396.0	17,838.36	2.1171	37,766.00	
Staff Engineer	208.0	6,644.48	2.1171	14,067.36	
Senior Technician	190.0	7,636.10	2.1171	16,167.10	
Subtotal for 01.A3.02 - Task 3.2 Final Design	**1,018.0**	**46,019.10**		**97,428.14**	

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Darrah Road Bridge Replacement

Labor (RL)

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Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

Labor Resource	Hours	Raw Cost	Multiplier	Amount	Notes
Task 01.A4.01 - Task 4.1 Project Management					
Project Manager	16.0	1,239.84	2.1171	2,624.80	
Staff Adminstrative	8.0	202.32	2.1171	428.32	
Subtotal for 01.A4.01 - Task 4.1 Project Management	**24.0**	**1,442.16**		**3,053.12**	
Task 01.A4.02 - Task 4.2 SDB					
Project Manager	2.0	154.98	2.1171	328.10	
Senior Engineer	8.0	434.48	2.1171	919.84	
Project Engineer	8.0	442.88	2.1171	937.60	
Subtotal for 01.A4.02 - Task 4.2 SDB	**18.0**	**1,032.34**		**2,185.54**	
Task 01.A4.03 - Task 4.3 SDC (Optional)					
Project Manager	2.0	154.98	2.1171	328.10	
Senior Engineer	8.0	434.48	2.1171	919.84	
Project Engineer	56.0	2,847.84	2.1171	6,029.12	
Subtotal for 01.A4.03 - Task 4.3 SDC (Optional)	**66.0**	**3,437.30**		**7,277.06**	
Subtotal for 01	**2,186.0**	**106,453.00**		**225,371.62**	
Grand Total	**2,186.0**	**106,453.00**		**225,371.62**	

Attachment: CH2MHILL 14-045 #33 (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

Darrah Road Bridge Replacement

Subcontractor

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

CH2MHILL

Task/Subcontractor Description	Unit	Quantity	Rate	Amount
Top Task 01				
Task 01.A1.03 - Task 1.3 Geotechnical				
Parikh - Sub consultant	EACH	29,267.0	1.00	29,267.00
Subtotal for 01.A1.03 - Task 1.3 Geotechnical				**29,267.00**
Task 01.A1.04 - Task 1.4 Hydraulics				
WRECO - Sub consultant	EACH	8,555.0	1.00	8,555.00
Subtotal for 01.A1.04 - Task 1.4 Hydraulics				**8,555.00**
Task 01.A2.02 - Task 2.2 Environmental				
Critigen - Sub consultant	EACH	1,500.0	1.00	1,500.00
WRECO - Sub consultant	EACH	11,940.0	1.00	11,940.00
Subtotal for 01.A2.02 - Task 2.2 Environmental				**13,440.00**
Task 01.A3.02 - Task 3.2 Final Design				
Bender Rosenthal - Sub Consultant	EACH	36,750.0	1.00	36,750.00
Subtotal for 01.A3.02 - Task 3.2 Final Design				**36,750.00**
Subtotal for 01				**88,012.00**
Grand Total				**88,012.00**

Attachment: CH2MHILL 14-045 #33 (RES-2021-218 : Approve a Fourth Amendment with Jacobs for the Darrah Rd Bridge)

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Board Information - Recology Waste Hauling Annual Rate Increase

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RECOMMENDATION AND JUSTIFICATION:
Receive Information regarding Recology Service Rates Increase Effective April 1, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In accordance with the Franchise Agreement Article 11.B titled Rates of Service between the County of Mariposa and Recology, Recology has requested a 3.19% rate increase Effective April 1, 2021. Staff has reviewed this request and has determined that the request is fair and reasonable given that the Refuse Rate Increase (RRI) for the year ending February 2021 was 3.6%.

In accordance with the terms of the agreement the Director, Public Works & Transportation has authorized the increase effective on April, 1, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of this change.

ATTACHMENTS:
Recology Contract and Assignment Board Action (PDF)
Recology Rate Increase Request 4 2021 (PDF)

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED

MEETING: September 26, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Contract Assignment from Total Waste Systems, Inc. to Recology Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve the Assignment of the remaining term of our existing Solid Waste Hauling Agreement with Total Waste Systems, Inc to Recology, Inc.

Mariposa County staff has been informed of the pending sale of Total Waste Systems, Inc., the County's current Solid Waste Hauling vendor to Recology, Inc. and it has been requested by Total Waste Systems, Inc that in accordance with the provisions of the agreement that this contract and it's responsibilities be transferred to Recology, Inc.

Staff has no objection to the reassignment of the contract under these conditions as Recology, Inc is a reputable company in the field of Solid Waste and this assignment does not alter or change any of the responsibilities of provisions of the current agreement. This agreement has roughly four (4) years remaining in its term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has traditionally approved the reassignment of agreements that are in the best interest of the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would be forced to go out to bid for a new vendor and quite possibly face an interruption of service during the time that specifications are prepared, advertised, and contracts executed.

FINANCIAL IMPACT:
None, the terms of the agreement remain unchanged.

ATTACHMENTS:
Total Waste Systems, Inc Contract Reassignment Request (PDF)
Total Waste 2nd amd (PDF)
Total Waste 1st amd (PDF)
Total Waste Agreement 2009 (PDF)

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, County Administrative Officer 9/21/2017

REF ID# 7486

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

August 18, 2017

County of Mariposa
4639 Ben Hur Rd
Mariposa, CA 95338
Attn: Todd Storti

Re: Request for Consent to Assignment
Solid Waste Handling Agreement between Mariposa County Total Waste Systems, Inc. ("***Contractor***") and County of Mariposa (the "***Agreement***")

Dear Todd,

We wish to inform you that The Ratto Group of Companies Inc. ("***TRG***"), Contractor's parent corporation, and their affiliated companies have entered into an agreement to sell substantially all of their assets to Recology Inc. and its designated affiliates, who will continue TRG's operations (the "***Transaction***").

The purpose of this letter is to request that the County of Mariposa provide its consent for TRG to assign the Agreement to Recology Mariposa, a subsidiary of Recology Inc. Upon the assignment of the Agreement, Recology Mariposa will be subject to the applicable terms and conditions of the Agreement and will continue to perform the obligations thereunder.

Time is of the essence in obtaining a response to this request, accordingly, please do not hesitate to contact Sal Coniglio, Recology Mariposa's Group Manager, at 530-353-9916, or Rick Powell, TRG's General Manager, at 707-775-9707 regarding this matter. TRG and Recology look forward to working with the County on assigning the Agreement in accordance with the terms of the Agreement.

Your consent will become effective as of the closing of the Transaction and will have no effect unless the closing of the Transaction occurs. We expect the Transaction to close in October 2017.

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

We appreciate your prompt consideration of this request.

Sincerely,

Michael J. Sangiacomo
President & Chief Executive Officer
Recology Inc.

Rick Powell
President
The Ratto Group of Companies Inc.

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

I.2.b

RES. NO. 13-45

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 12th day of February, 2013, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Mariposa County Total Waste System, Inc., hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated June 9, 2009, wherein **Consultant** agreed to provide collection and disposal of solid waste in Mariposa County; and

WHEREAS, the **County** and **Consultant** have entered into the First Amendment setting maximum rates that can be charged to franchise customers that became effective April 1, 2012; and,

WHEREAS, **County** and **Consultant** desire to amend said Agreement to set maximum rates that can be charged to franchise customers as set forth in Exhibits 2a and 2b attached.

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

1. Section II "RATES FOR SERVICE" is hereby amended to set maximum rates that can be charged to franchise customers as set forth in Exhibits 2a and 2b attached.

2. Except as herein amended, the Agreement dated June 9, 2009, 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:

LEE STETSON, Chair
Mariposa County Board of Supervisors

CONTACTOR: Total Waste Systems

Stuart H Kattle
(Signature)

ADDRESS: P.O. Box 1916
Santa Rosa, CA 95402

COUNTY OF MARIPOSA

PETER M. REI
Director of Public Works

APPROVED AS TO FORM

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

Exhibit 2a - Maximum Service Rates
Mariposa County, CA
Total Waste Systems, Inc. 4/1/13 - 3/31/14
Residential Rates

Franchise Fee	0%
Collection Element Increase	4.88%
Disposal Element Increase	0.00%
Tip Fee	$121.00

Rates Effective 4/1/2013	B. SFD Cart Collection		
	1/Week (Town)	1/Week (Out of Town)	1/Mo (Town)
Disposal Component (A1xB)	$ 25.79	$ 36.73	$ 18.51
Collection Component	$ 38.57	$ 54.94	$ 27.69
Franchise Fee (0% of total rate)	$ -	$ -	$ -
Proposed 4/1/2012 Rate	**$ 64.36**	**$ 91.67**	**$ 46.20**
Percent Increase	**2.87%**	**2.87%**	**2.87%**

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

Exhibit 2b - Maximum Service Rates
Mariposa County, CA
Total Waste Systems Inc. 4/1/13 -3/31/14
COMMERCIAL COLLECTION RATES

4.88%	Collection Component Increase						
0.00%	Disposal Component Increase						
$121.00	Tip Fee						
	Collection Frequency						
Container Size	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	1x Month
2 CY							
Collection							
Disposal							$58.66
Franchise Fee							$39.22
Total							$0.00
							$97.88
3 CY							
Collection	$149.48	$265.33	$379.82	$469.40	$612.54	$728.04	$39.65
Disposal	$99.94	$177.39	$253.93	$313.81	$409.51	$486.74	$26.50
Franchise Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$249.42**	**$442.72**	**$633.75**	**$783.21**	**$1,022.05**	**$1,214.78**	**$66.15**
4 CY							
Collection	$189.37	$336.09					
Disposal	$126.60	$224.70					
Franchise Fee	$0.00	$0.00					
Total	**$315.97**	**$560.79**					
6 CY							
Collection	$265.33	$480.09	$680.48	$888.22	$1,096.04	$1,300.87	$75.56
Disposal	$177.39	$320.96	$454.94	$593.83	$732.77	$869.70	$50.51
Franchise Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$442.72**	**$801.05**	**$1,135.42**	**$1,482.05**	**$1,828.81**	**$2,170.57**	**$126.07**
8 CY							
Collection	$349.45		$934.46				
Disposal	$233.94		$624.82				
Franchise Fee	$0.00		$0.00				
Total	**$583.38**		**$1,559.28**				
10 CY							
Collection	$431.47	$778.72	$1,188.44	$1,484.50			
Disposal	$288.46	$520.61	$794.53	$992.47			
Franchise Fee	$0.00	$0.00	$0.00	$0.00			
Total	**$719.93**	**$1,299.33**	**$1,982.97**	**$2,476.97**			

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

RES. NO. 12.c

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 17th day of January, 2012, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Mariposa County Total Waste System, Inc., hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated June 9, 2009, wherein **Consultant** agreed to provide collection and disposal of solid waste in Mariposa County; and

WHEREAS, **County** and **Consultant** desire to amend said Agreement to set maximum rates that can be charged to franchise customers as set forth in Exhibits 2a and 2b attached.

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

1. Section II "RATES FOR SERVICE" is hereby amended to set maximum rates that can be charged to franchise customers as set forth in Exhibits 2a and 2b attached.

2. Except as herein amended, the Agreement dated June 9, 2009, 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:

JANET BIBBY, Chair
Mariposa County Board of Supervisors

CONTACTOR:

(Signature)

Taxpayer I.D. No.:

ADDRESS:

COUNTY OF MARIPOSA

PETER M. REI
Director of Public Works

APPROVED AS TO FORM

STEVEN W. DAHLEM
County Counsel

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

Exhibit 2a - Maximum Service Rates
Mariposa County, CA
Total Waste Systems, Inc. 4/1/12 RATE ADJUSTMENT
Residential Rates

Franchise Fee	0%
Collection Element Increase	5.44%
Disposal Element Increase	0.00%
Tip Fee	$121.00

Rates Effective 4/1/2012	B. SFD Cart Collection		
	1/Week (Town)	1/Week (Out of Town)	1/Mo (Town)
Disposal Component (A1xB)	$ 25.79	$ 36.73	$ 18.51
Collection Component	$ 36.78	$ 52.38	$ 26.40
Franchise Fee (0% of total rate)	$ -	$ -	$ -
Proposed 4/1/2012 Rate	**$ 62.57**	**$ 89.11**	**$ 44.91**
Percent Increase	**3.12%**	**3.12%**	**3.12%**

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

Exhibit 2b - Maximum Service Rates
Mariposa County, CA
Total Waste Systems Inc. 4/1/12 RATE ADJUSTMENT
COMMERCIAL COLLECTION

5.44%	Collection Component Increase						
0.00%	Disposal Component Increase						
$121.00	Tip Fee						
	Collection Frequency						
Container Size	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	1x Month
2 CY							
Collection							$55.93
Disposal							$39.22
Franchise Fee							$0.00
Total							**$95.15**
3 CY							
Collection	$142.53	$252.99	$362.15	$447.56	$584.05	$694.18	$37.81
Disposal	$99.94	$177.39	$253.93	$313.81	$409.51	$486.74	$26.50
Franchise Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$242.47**	**$430.38**	**$616.08**	**$761.37**	**$993.56**	**$1,180.92**	**$64.31**
4 CY							
Collection	$180.56	$320.46					
Disposal	$126.60	$224.70					
Franchise Fee	$0.00	$0.00					
Total	**$307.16**	**$545.16**					
6 CY							
Collection	$252.99	$457.76	$648.83	$846.91	$1,045.06	$1,240.36	$72.04
Disposal	$177.39	$320.96	$454.94	$593.83	$732.77	$869.70	$50.51
Franchise Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$430.38**	**$778.72**	**$1,103.77**	**$1,440.74**	**$1,777.83**	**$2,110.06**	**$122.55**
10 CY							
Collection	$411.40	$742.50	$1,133.17	$1,415.45			
Disposal	$288.46	$520.61	$794.53	$992.47			
Franchise Fee	$0.00	$0.00	$0.00	$0.00			
Total	**$699.86**	**$1,263.11**	**$1,927.70**	**$2,407.92**			

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

RES. NO. 09-274

COUNTY OF MARIPOSA

SOLID WASTE HANDLING AGREEMENT

THIS AGREEMENT is made and executed as of this 9th day of June, 2009 by and between the County of Mariposa, a political subdivision of the State of California (Government Code 23000), hereinafter referred to as "County" and Mariposa County Total Waste Systems, Inc, a California corporation, hereinafter referred to as "Collector".

WITNESSETH:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, Public Resources Code 40000 et. seq. ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction and,

WHEREAS, pursuant to California Public Resources Code 40059(a)(1), the Board of Supervisors of Mariposa County has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection and recovery of solid waste in the County of Mariposa; and

WHEREAS, County and Collector are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), and

WHEREAS, the Collector or its predecessors have for many years performed service within the County of Mariposa in the collection, removal and disposal of solid waste pursuant to agreement with the County dated March 1, 2001 ("Original Agreement"), and for the Community of Wawona with said Mariposa County pursuant to separate agreements.

WHEREAS, it appears that Collector has satisfactorily performed such services in a businesslike manner, and

WHEREAS, the County and Collector now desire to enter into this Agreement which shall supersede the Original Agreement and govern the rights and duties of the parties with regard to solid waste in the territory hereinafter identified commencing on the date specified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

SECTION 1 - GENERAL PROVISIONS. The definitions and provisions of the Mariposa County Code, Chapter 8.36, "Solid Waste Disposal", as amended from time to time shall apply to this Agreement. If any conflict between the wording of this Agreement and County Code should exist, the more stringent interpretation shall apply.

SECTION 2 - SERVICE AREA

A. This Agreement shall apply to all the territory of the County including Yosemite National Park which is described in Exhibit "A" attached hereto and incorporated herein, hereinafter referred to as "Service Area". Said Service Area does not include the area known as the Wawona County Service Area 2W.

B. Territory which is later incorporated as a city that is covered by this Agreement shall be deleted from the Franchise Area granted by this Franchise Agreement.

C. Collector shall operate only in its Franchise Area, and any encroachment or any solicitation of service in any area outside the Franchise Area shall constitute cause for termination of this Agreement. Failure to comply will subject Collector to termination of this Agreement pursuant to Paragraph 22.

D. Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, the services rendered by Collector pursuant to the YCS Agreement shall not be governed by this Agreement, the rates charged by Collector pursuant to the YCS Agreement shall not be subject to the Franchise Fee. The term "YCS Agreement" means the Agreement dated as of October 1, 1984, between Yosemite Park and Curry Co. and James Ratto dba Total Waste Systems, as amended by the Amendment to Agreement dated as of August 14, 1987, between Yosemite Park and Curry Co., and James Ratto dba Total Waste Systems, and by the Amendment to Agreement dated as of September 8, 1992, between Yosemite Park and Curry Co. and James Ratto dba Total Waste Systems, and by the Amendment to Agreement, dated as of October 1, 1995, between Yosemite Concession Services Corporation, as successor to Yosemite Park and Curry Co., and Collector, as successor to James Ratto dba Total Waste Systems, and any future extension, renewal, modification or amendment of that agreement. However, and notwithstanding the foregoing, Collector agrees that all solid waste collected by it pursuant to the YCS Agreement shall be taken to the Designated Disposal Facility in accordance with Section 18 hereof.

SECTION 3 - TERM. The term of this Agreement shall be from June 9, 2009 [the date hereof] to December 31, 2021 ("initial term"). Upon commencement of the initial term, the Original Agreement shall be superseded hereby and shall not govern the rights and duties of the parties hereto as to any matter arising thereafter. At the end of the initial term and on the anniversary date each year thereafter, the term shall be extended automatically for another year, unless either party gives written notice to the other party on or before 180 days before the expiration of the initial term or any extension that the subsequent one-year extension shall not

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

occur. County and Collector may at any time expressly agree to extend the term of this Agreement for an additional term of one (1) to five (5) years. Upon execution of this Agreement, the Original Agreement shall be of no further force and effect and deemed terminated and superseded provided, however, that any rate adjustment application by Collector then pending shall continue to be processed according to the terms of said Original Agreement. Any adjustment made according to the Original Agreement shall be effective through the day prior to the effective date of this Agreement.

SECTION 4 - PERFORMANCE

A. Collector shall, during the term of this Agreement and any extension thereof, perform all services required of it by the provisions of the Mariposa County Code relating to solid waste collection in the Service Area.

B. Collector undertakes and agrees, in accordance with the terms and conditions herein contained, to provide Solid Waste Collection Services comprised of furnishing the necessary labor, vehicles, equipment and facilities to provide such services to the Service Area.

C. Collector shall conduct its solid waste collection business in the County in compliance with all sanitation regulations, health laws and ordinances which County now has in force or which may be adopted at any time during the term of this Agreement or any extension thereof, and in accordance with State and Federal law, as amended from time to time, and good business practices and methods customary in such line of business, and shall receive, collect, remove and dispose of all solid waste offered to it for disposal from within the specified territory, when tendered in bear-proof bins used for such purpose and approved by County, and when presented in a convenient disposal location. Collector agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of solid waste will provide that collections will not start before 3:00 a.m. in commercial areas and shall not start before 5:00am in residential areas and shall not continue after 7:00 p.m. in any area. Collector agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of County where early collection activities have generated numerous complaints from nearby residents. Collector shall be responsible for picking up litter adjacent to said bins. Collector is required to provide an adequate number of bins at locations approved by property owners and National Park Service: to be kept in clean, leak-proof condition.

D. Collector shall conduct collection as quietly as possible. Collector will promptly resolve any noise complaints to County satisfaction. The County may conduct random checks of noise emission levels to ensure compliance herewith.

E. Collector shall provide a special pickup or other corrective action acceptable to customer within twenty-four (24) hours (Sundays and holidays excepted) of telephone or other notice to Collector of a missed scheduled pickup or other complaint and

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

related service breaches hereunder at no charge to customer or County.

F. Collector shall, during the term of this Agreement and any extensions thereof, provide a representative staffed phone service at a minimum, from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m. (local time) Monday through Friday, holidays excepted. Collector's office hours shall be, at a minimum, from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m. daily, Monday through Friday, holidays excepted. Collector shall maintain a local phone number. A representative of Collector shall be available during office hours for communication with the public at Collector's principal office. Collector shall also provide County with an emergency telephone number for use during other than normal business hours. Collector shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

G. If, during the initial or any extended term of this Agreement, County shall require a change in the method of collection, Collector shall comply with change or changes required by County and will negotiate in good faith with County to reach an agreed upon rate to accommodate the change or changes. The revised rate shall be retroactive to the date when the County requires compliance with the change in the method of collection. If the parties are unable to reach agreement on a fair collection rate, the method described in Section 13 below shall govern regarding the setting of the rates.

H. Collector shall have all disposal trucks inspected as required by the California Highway Patrol for safety. Reports shall be submitted to the County Public Works Director. County shall have the right to inspect trucks and recommend safety and appearance improvements. Inspection reports prepared by the Local Enforcement Agency (LEA) shall be submitted to the County along with a response as to how any violations or areas of concern were addressed. Inspection reports shall be provided to the County within seven (7) days of receipt from the LEA.

SECTION 5 - GRANT OF FRANCHISE

A. Collector is hereby granted the exclusive right (Franchise) to collect solid waste from residential customers and business customers in the Service Area, and the exclusive right to offer debris box rental within the Service Area.

B. Collector agrees to be bound by and comply with all requirements of this Agreement. Collector waives any right or claim to serve any part of the County under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

C. The exclusive privilege granted by this Agreement shall not apply where:

1. A person handles, hauls, or transports solid waste and recyclables generated by or from his/her own residence or business operations for purposes of disposing of same at an authorized disposal area or transfer station; or

2. A person or entity contracts for the removal and disposal or recycling of inorganic refuse or garden waste and such removal and disposal or recycling are incidental to work such as remodeling or gardening performed by or for the customer.

D. This Agreement is not intended to and does not affect or limit the rights of any person to sell any recyclable material to any person lawfully engaged in business in the Franchise Area or to donate recyclable material to a bona fide charity.

E. Commencing one year from the date of execution of this Agreement and on or before the yearly anniversary date each year thereafter, Collector shall pay County, as a monetary consideration (the "Franchise Fee"), an amount set by the Board of Supervisors from time-to-time as a percentage of the Franchise Area solid waste collection fee gross receipts, but excluding tip fee, profit and franchise fee, and income from the YCS account. The Franchise Fee is in consideration of the exclusive right to operate within the Franchise Area.

SECTION 6 - RECORDS AND ACCOUNTING

A. Collector shall maintain a proper set of books and records on an accrual basis, and an annual audited financial statement, in accordance with generally accepted accounting principals, accurately reflecting the business done by it under this Agreement.

B. Collector shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, maps, AB 939 records, and customer complaints, for a period of five (5) years from the date of the generation of each such record. The County or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Collector's books and records, customer complaints, and other like materials of Collector which reasonably relate to Collector's compliance with the provisions of this Agreement. Such records shall be made available to County at Collector's regular place of business, but in no event outside the County of Mariposa. Collector shall further maintain and make available to County, records as to number of customers, total and by type, route maps/route listings, service records and other materials and operation statistics in such manner and with such detail as County may require. County shall treat the information required by this paragraph that affects the competitive position of Collector as confidential information to the extent permitted by law. County shall not make or retain copies or photocopies containing information set forth in Collector's confidential financial and business records pertaining to the establishment of rates and payment of franchise fees without executing a Confidentiality Agreement providing that County shall hold and keep such copies

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and photocopies confidential. The Confidentiality Agreement shall be negotiated in good faith between the County and Collector and commemorated in a separate legally binding document prior to any subsequent rate increase.

C. Should any examination or audit of Collector's records reveal an underpayment of any fee required under this Agreement, the amount of such underpayment shall become due and payable to County not later than thirty (30) days after written notice of such underpayment is sent to Collector by County. Should an underpayment of more than two percent (2%) be discovered, Collector shall bear the entire cost of the County's audit or examination and said cost shall not be recoverable through rate setting.

D. 1. The information required by this section shall pertain to Collector's operations covered and regulated by this Agreement, and nothing contained herein shall require Collector to provide the County with information pertaining to Collector's operations which are not regulated by the County, except in conformance with this section.

2. The County and/or its agents may examine Collector's books, records and financial statements pertaining to operations not regulated by the County for the sole purpose of gathering information necessary to allow the agents to ascertain whether income, expenses, assets and liabilities are reasonably and consistently allocated among operations regulated by the County. Collector shall obtain County's written approval of its method of segregating its financial records between County-regulated and non-County-regulated operations.

3. All proprietary and other information received from Collector by County, whether received in connection with Collector's proposal to County or in connection with any services performed by Collector hereunder, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided that if any information is set apart and clearly marked "trade secret" when it is provided to County, County shall give notice to Collector of any request for the disclosure of such information. Collector will then have five (5) days from the date it receives such notice to enter into an agreement with County, satisfactory to County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Collector shall have sole responsibility for defense of the actual "trade secret" designation of such information. The parties understand and agree that any failure by Collector to respond to the notice provided by County and/or to enter into an agreement with County in accordance with this paragraph, shall constitute a complete waiver by Collector of any rights regarding the information designated "trade secret" by Collector, and such information will be disclosed by County pursuant to applicable procedures required by the California Public Records Act.

4. For review of books and other financial records necessary to verify Collector's income, expenses, assets and liabilities, "agent" shall mean an independent Certified Public Accountant or public accountancy firm or designated County employee. For all other

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information or records, including the results of financial verification, "agent" shall mean any consultant designated by the County or County employees.

5. Collector acknowledges County's and County's rate payers' fiscal interest in ensuring that Collector reasonably and fairly allocates income, expenses, assets and liabilities to services provided under this Agreement, without allocating the same income, expenses, assets and liabilities under different agreements with other customers. Collector warrants that it will not allocate the same income, expenses, assets and liabilities, including without limitation, salaries, vehicle depreciation, vehicle operations and maintenance service costs and fuel, to more than one (1) customer or collection contract, and that if all costs incurred by Collector and its affiliates in the conduct of their businesses are added together, the aggregate of all allocations made among its customers and contracts shall not exceed 100% of all such costs. Breach of this warranty shall constitute an event of default under Section 23.

E. Nothing in this section shall prevent County from allowing public access to County records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by Collector under the terms of this Agreement, the County shall in its discretion provide public access to said information according to law or tender the defense of any claims made against the County concerning said information to Collector. Prior to releasing any information pursuant to this paragraph, County shall make a good faith effort to notify Collector of the intended release.

F. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the County, Collector shall supply to the County lists of the names of all customers of Collector who are provided any service by Collector within the Franchise Area. At the same or other time, the County may request and Collector shall provide information specifying each customer's address, type of service provided to that customer, the number and type of authorized solid waste containers used by or provided to each customer, whether and which customers are believed to be violating this Agreement, and any other information that the County determines, in its sound discretion, to be reasonably required to monitor implementation of this Agreement and/or discharge the County's responsibilities under the law.

G. Contractor shall provide an annual report on total tons recycled and if possible by commodity.

SECTION 7 - PERFORMANCE BOND. Collector, at its sole expense, shall provide County with a performance bond, to the satisfaction of County, in favor of County in an amount of not less than One Hundred Thousand Dollars ($100,000.00) to insure faithful performance of its services herein.

SECTION 8 – COLLECTOR'S INSURANCE. Collector shall not commence work until it has obtained all of the insurance required herein and certificates of insurance have been submitted to County for approval by County. The certificates of insurance shall contain a

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provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been give to County. Collector shall not commence work under this Agreement until it has delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insured under each of the aforesaid policies in this Section. Any failure of Collector to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement. Certificates evidencing the issuance of the following insurance shall be filed with county ten (10) days after the date of execution of this Agreement by Contractor. The insurance required is as follows:

Collector shall produce and maintain, at Collector's own expense during the term hereof, Worker's Compensation Insurance for all of its employees to be engaged in work.

Collector shall produce and maintain, at Collector's own expense, during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than Three Million Dollars ($3,000,000.00) combined single limit coverage per occurrence, which shall include endorsements for the following coverages: personal injury, premises operations, products and completed operations, explosion hazard, blanket contractual and independent contractors' liability.

Collector shall procure and maintain at Collector's own expense during the term hereof Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Collector's business in an amount not less than Ten Million Dollars ($10,000,000.00) combined single limit coverage per occurrence.

SECTION 9 - HOLD HARMLESS/INDEMNITY. Collector shall indemnify and defend County and its officers, employees and agents against, and hold them harmless from, any and all claims, losses, damages and liabilities for damage to including attorney fees, and other costs of defense incurred by County, whether for damages to or loss of property, or injury to or death of persons, including properties of County and injury to or death of County officials, employees of agents, arising out of, or alleged to arise out of, or resulting from or in any way connected with the Collector's operations hereunder or the performance of the work described herein, except to the extent such damage, loss, injury or death is caused by the negligence or willful misconduct of County.

SECTION 10 - RIGHT OF INSPECTION. Collector hereby agrees that it will, whenever requested to do so, permit any inspector appointed for such purposes by County to accompany Collector in the course of collection, removal or disposal of solid waste, and to inspect the manner in which collection, removal and disposal is made, and the size of any receptacles from which such solid waste may be, or has been, collected and the amount of solid waste collected therefrom.

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SECTION 11 - RATES FOR SERVICE

A. Rates shall be established at a level which fairly and reasonably compensates Collector for services provided under this Agreement and includes a net profit to Collector of not less than ten percent (10%) determined as follows: ten percent (10%) of the net cost of the haul operations minus the tip fees and income from the YCS haul, collected by Collector within the Franchise Area.

B. The rates effective as of the date of this Agreement established pursuant to the Original Agreement shall remain in effect until April 1, 2011, unless adjusted due to a change in the Franchise Fee or in the tipping fee charged by the Designated Disposal Facility as provided for pursuant to sub-section D of this Section 12. Thereafter, the rates shall be adjusted once a year beginning April 1, 2011, and each April 1st thereafter based upon the Refuse Rate Index (RRI) established by and agreed to by the Collector and the County of Mariposa Director of Public Works. The methodology shall be established and agreed to no later than December 31, 2009. However, the Collector reserves the right to adjust the rates in that portion of this franchise previously served by Fiske Sanitary Disposal Service once prior to April 1, 2011, should the rates charged by Fiske Sanitary and adopted by Collector at the time of purchase of Fiske Sanitary not be sufficient to cover the cost of providing the collection service in that area and the 10% rate of return as set forth in Section A above. Any change in rates shall be approved by the Mariposa County Director of Public Works.

The Collection Service Rates shall be composed of a "Collection Element" and a "Disposal Element." The Collection Element shall be adjusted annually beginning April 1, 2011, by the "RRI" adjustment. The Disposal Element shall be adjusted as set forth in sub-section D of this Section 12 relating to the tipping fee. All increases in Collection Element and Disposal Element shall be approved by the Mariposa County Director of Public Works.

C. Applications for rate increases in the Collection Element shall not be considered by the Director of Public Works more often than once in any one twelve (12) month period.

D. If there is a change in the tipping fee charged by the Designated Disposal Facility (currently the Mariposa County Landfill) or the Franchise Fee charged by County to Collector pursuant to the terms of this Agreement, the rates shall automatically be adjusted to reflect such changes, and no application for a rate increase or for a special rate review shall be required.

E. Collector shall have no authority to impose upon rate payers any charges over and above the rates as described in this Section 12, except as provided in Section 13.

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SECTION 12 - SPECIAL RATE REVIEW. Collector may apply for consideration of a special rate review should events or circumstances arise which substantially affect the economic operation of Collector. Such an application will be considered if:

1. An event or circumstance occurs which was not reasonably foreseen, and is extraordinary and not a usual business risk of Collector, or

2. Changes in disposal methods or sites are mandated by any governmental authority having legal jurisdiction, or

3. It is necessary for Collector to make substantial change in operation or substantial capital investment in order to perform new or revised obligations under this Agreement.

If County and Collector do not agree upon a revised rate due to special circumstances, an agreed upon third party shall review Collector's rate proposal and County's position. The third party shall be a recognized expert in solid waste collection service costs and shall determine the fair rate accordingly. His/her decision shall be binding upon both parties.

SECTION 13 - FRANCHISE TRANSFER

A. The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, neither in whole nor in part, nor shall title thereto, neither legal nor equitable, nor any right, interest nor property therein, pass to nor vest in any person, except Collector, by act of Collector, without the prior written consent of County expressed by Resolution. Any attempt by Collector to assign this franchise without the consent of County shall be void.

B. County shall not unreasonably delay or withhold its consent to a transfer of the franchise granted by this Agreement. County may impose reasonable conditions of approval on any Agreement transfer.

C. The term "assignment" shall include any dissolution, merger, consolidation or other reorganization of Collector, which results in change of control of Collector, or the sale or other transfer of a controlling percentage of Collector's capital stock to a person not a shareholder, immediate family member, management employee or principal of Collector or to an affiliate on the date of the execution of this Agreement.

D. County consent is required for any change in control of Collector. "Change in control" shall mean any sale, transfer or acquisition of Collector. If Collector is a corporation, any acquisition of more than ten percent (10%) of Collector's voting stock by a person, or group of persons acting in concert, who already owns less than fifty (50%) of the

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voting stock, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock of Collector to an immediate family member, management, employees or principal of Collector shall not constitute a change in ownership.

E. Any change in control of Collector occurring without prior County approval shall constitute a material breach of this Agreement.

F. In the event Collector herein attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder, County shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

G. Each or any of the following acts shall be considered an involuntary assignment providing County with the right to elect to terminate the Agreement forthwith, without suit or other proceeding:

1. If Collector is or becomes insolvent, or makes an assignment for the benefit of creditors;

2. If a Writ of Attachment or Execution is levied on this Agreement or other property of Collector such that would affect Collector's property such that would affect Collector's ability to perform its duties and obligations under this Agreement.

3. If in any proceeding to which Collector is a party, a Receiver is appointed with authority to take possession of Collector's property such that would affect Collector's ability to perform its duties and obligations under this Agreement;

H. County's consent to an assignment of change of control may be withheld if inter alia, the following conditions are not satisfied:

1. Collector shall give County at least ninety (90) days advance, written notice of the Collector's intent to sell, transfer or assign this Agreement. As part of that notice, the Collector shall provide to County the following written information:

a. The name, address and telephone number of the proposed assignee.

b. The character of the legal entity owning or controlling the assignee and the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be.

c. A copy of any and all purchase and assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement and of Collector's solid waste and recycling business; provided, however,

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that the dollar amount of any financial consideration may be deleted from said copies unless and until said information becomes relevant to the review of Collector's transferee's rates under this Agreement. Further, however, nothing in this Agreement shall obligate County to treat any of said acquisition costs as an allowance expense of said transferee for rate setting purposes.

2. The proposed transferee must be shown, by credible and sufficient evidence, to be qualified by financial condition, background and experience to be able to fully assume and satisfactorily perform all of Collector's obligations hereunder, and particularly to be able to perform under this Agreement in a fashion that will assure County of complying with AB 939 and Source Reduction and Recycling Element (SRRE).

3. Collector cannot be in default under any of the material terms and conditions here.

4. The transferee must be willing to, in writing, assume all of the obligations hereunder.

I. Any financial information and/or proprietary information obtained by County pursuant to this Section shall be treated as confidential and shall not be released to the general public.

SECTION 14 - BILLING. Collector shall mail or deliver to each affected customer a statement of account for services at the rates established as provided by this Agreement. Such statements shall be mailed every month for commercial customers and not less often than every three (3) months for residential customers.

SECTION 15 - AB 939. Collector is responsible for complying with all applicable Federal, State and Local regulations, codes and ordinances, as amended from time to time.

During the term of this Agreement, Collector shall submit to County monthly, and more often if required by law, information reasonably required by County to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by County. Collector agrees to submit such reports and information on computer disks, or by modem, in format compatible with County's computers if requested by County. Collector agrees to render all reasonable cooperation and assistance to County in meeting the requirements of County's Source Reduction and Recycling Element and Non-Disposal Facility Element, and the Household Hazardous Waste Element.

SECTION 16 - USE OF MARIPOSA COUNTY LANDFILL.

A. Collector shall use only those facilities designated by County (Designated Disposal Facility) as a disposal site for all solid waste collected in the Franchise Area. Unless further notified in writing Collector shall use the Mariposa County Landfill. County agrees that

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the Designated Disposal Facility shall be open every day of the year or such schedule as agreed to by both parties hereto in writing.

B. Collector warrants that all solid waste which it delivers for disposal and seeks reimbursement through the rates as provided in sections 13 and 14 shall be solid waste collected in the Franchise Area in performing services hereunder and delivered for disposal to the Designated Disposal Facility and that breach of this warranty constitutes a Collector Event of Default under Section 23.

C. Collector acknowledges that the County's remedy of damages for a breach of Section 18 by Collector may be inadequate and, consequently, the County shall be entitled to all available equitable remedies, including termination of this Agreement, specific performance, and injunctive relief, for the following reasons:

1. Failure of Collector to transport and deliver all solid waste collected in the Franchise Area to the Designated Disposal Facility (a "Delivery Default") may subject County to consequent increased costs of transferring, transporting or disposing of such solid waste, which costs could result in increasing the rates of County's citizens and rate payers;

2. A Delivery Default may subject County to increased risk of liability for environmental damage at the non-designated disposal site due to release or threatened release of hazardous or toxic substances, petroleum products and other materials, including water or ground water contamination therefrom; replacement or restoration of natural resources arising therefrom; and repair, cleanup or detoxification of the non-approved disposal facility and any removal, remedial, response, closure or other plan with respect thereto, whether under section 108(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. section 9607(e) or California Health and Safety Code section 25364 or otherwise;

3. A Delivery Default may subject County to loss of disposal fee revenue at County-owned disposal facilities, thereby jeopardizing the fiscally sound and environmentally safe operation of such disposal facilities and system; and

4. Delivery Default is not in the best economic, health and safety interest of the County's residents and ratepayers.

D. For each ton of solid waste collected in the Franchise Area collected by Collector that Collector delivers to a facility or site other than the Designated Disposal Facility ("Diverted Tons"), as demonstrated by weight bills and such other facility or site or other evidence satisfactory to the County, including reports of any monitoring party ("Diversion Documentation"), Collector shall pay the County within thirty (30) days following receipt of any invoice therefor from the County, compensatory damages equal to:

1. the tipping fee then in effect at any Designated Disposal Facility owned by the County for each Diverted Ton, and

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2. the incrementally greater cost, if any, for transportation, transfer or disposal to or at such other facility or site;

3. the County's Direct Cost of providing one (1) or more persons to monitor Collector's compliance with such delivery requirements, including following Collector's vehicles on service routes; and

4. damages or other payment obligations the County consequently directly or indirectly incurs under this Agreement.

E. Collector further acknowledges that the County has established and will establish rates for solid waste collection services based on the approved Disposal Facility and that if Collector does not transport to and dispose of solid waste collected in the Franchise Area at the Designated Disposal Facility, the County and its residents and rate payers may suffer damages in addition to those compensatory damages described above and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefor, Collector and the County agree that in addition to compensatory damages, the following liquidated damages represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereof, including the relationship of the sums to the range of harm that reasonable could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. Collector and the County each specifically warrant and represent that it has received independent legal advice from its attorneys or the opportunity to seek such advice and obtain an explanation of this liquidated damage provision at the time it was entered.

Within thirty (30) days from delivery of written notice to Collector of the County of a Delivery Default, Collector shall pay as liquidated damages and not as a penalty the sum of Five Hundred Dollars ($500.00) for each day that Collector fails to deliver solid waste collected in the Franchise Area under the terms hereof.

SECTION 17 - DISPOSAL SITE FEES. Collector will be charged the established rates for the use of the County disposal site. Loads accepted from Collector at the disposal site will be weighed and billed monthly. Each Collector truck will be given an established tare weight. Collector shall mark each truck in such a manner that it is readily identifiable at the gatehouse doorway. County retains the option to convert volumes to cubic yards for billing purposes in the event of scale failure. County shall have the authority, at its sole discretion, to require Contractor's trucks to be weighed after dumping and before leaving the landfill.

SECTION 18 - CUSTOMER COMPLAINTS. County shall notify Collector of all customer complaints received by County within twenty-four (24) hours and Collector shall investigate such complaints and within forty-eight (48) hours of receipt of complaint, report within seven (7) days to County the disposition of the complaint. If a complaint represents a serious health or safety threat, as determined by County, Collector shall immediately remedy the situation causing the health or safety threat.

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SECTION 19 - BREACH OF CONTRACT. County finds, and Collector agrees, that as of the time of execution of this Agreement it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by County as a result of a material breach of Collector of its obligations under this Agreement. Accordingly, County may, at its discretion but subject to any conditions set forth in this Section, assess liquidated damages not to exceed the sum of five hundred dollars ($500.00) per day, for each calendar day that service is not provided by Collector in accordance with this Agreement. In addition, County may deduct the assessment from any payments due Collector from County hereunder, the termination of this Agreement, or both.

County finds, and Collector acknowledges and agrees, that the above described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Prior to assessing said liquidated damages, County will notify Collector by facsimile, e-mail, telephone, or personal delivery of the nonperformance of Collector and Collector shall have five (5) days to provide the remedy or service from the time of notification except for vehicle repairs. If the violation involves repair to a vehicle the Collector shall have a reasonable time not to exceed two (2) weeks to repair the vehicle or remove it from service. In no circumstances shall a vehicle leaking excessive amounts of garbage juice or waste or not meeting the requirements of law to be operated be used for collection pending repair. If said nonperformance is not cured as set out above, such shall constitute a default for which liquidated damages may be assessed as provided herein. Liquidated damages shall be applicable to each calendar day during which Collector has been found by County to be in default pursuant to this Section. Subject to the Collector's right to protest as provided in this Section, Collector shall pay any liquidated damages assessed by County within fifteen (15) days after written notice is delivered to Collector by facsimile, first-class mail, overnight delivery or personal delivery. If the assessment is not paid within the fifteen (15) day period, County may withdraw the amount of the assessment from the bond required by this Agreement.

Any assessment imposed by the County may be protested to the Public Works Director by written objection filed within ten (10) business days from the mailing or service of the notice of assessment. Such protest shall provide written specification as to why such amounts should not be assessed. The Public Works Director will either accept or reject the protest in whole or in part in writing within fifteen (15) days of receipt of the protest or the protest shall be deemed granted. Failure by Collector to timely file a protest will be deemed an acceptance by Collector of the assessment. The decision of the Public Works Director may be appealed by Collector to the Board of Supervisors for final determination. Nothing in this Agreement shall be construed as a waiver by Collector of its right to seek appropriate judicial review of any damages, assessments or other charges imposed.

SECTION 20 - MODIFICATION. This Agreement may only be modified by written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the agreed upon price may be modified by mutual written consent of Collector and County. Nothing in this Agreement shall be construed or interpreted as constituting a modification or amendment of any other agreement between the parties the subject

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matter of which is solid waste collection for different service areas nor shall any provision contained in such other agreement(s) be interpreted as a modification or amendment of this agreement.

SECTION 21 – ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to other relief to which such party may be entitled.

SECTION 22 - NONDISCRIMINATION IN EMPLOYMENT. In the performance of the work authorized under this Agreement, Collector shall not discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

SECTION 23 - INDEPENDENT CONTRACTOR. It is specifically understood and agreed that in making and performance of this Agreement, Collector is an independent contractor and is not an employee, agent or servant of County.

SECTION 24 - NOTICES. All notices are required to be given by one party to the other under this contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery be registered or certified mail, addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

Mariposa County
Public Works Director
4639 Ben Hur Road
Mariposa, CA 95338

Mariposa County Total Waste Systems, Inc.
P.O. Box 1916
Santa Rosa, CA 95402-1916

SECTION 25 - ADDITIONAL PROVISIONS. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

The failure of either party at anytime to require performance by the other party herein shall not affect the right of such party to enforce the same thereafter, nor shall the waiver by either party of any breach of any provision act as a waiver of the provision itself.

All terms used in the singular or in the masculine gender shall apply to the plural or to the feminine or neuter gender as the context thereof requires.

The paragraph headings used in this Agreement are intended solely for convenience and reference and shall not in any way or manner amplify, limit, modify or otherwise be used in the interpretation of this Agreement.

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If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

COUNTY OF MARIPOSA:

Brad Aborn, Chairman
Board of Supervisors

MARIPOSA COUNTY TOTAL WASTE SYSTEMS, INC.

James Ratto, President

ATTEST:

Margie Williams, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

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Attachment: Recology Contract and Assignment Board Action (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

EXHIBIT A

A parcel of land known as Mariposa County, State of California, being more particularly described as follows:
Beginning on the boundary line of Madera County, where the Stockton road to Millerton crosses the Chowchilla Creek, known as Newton's crossing; thence north, 46 degrees E., to the southwest corner of Sec. 11, and the northwest corner of Sec. 14, in T. 6 S., R. 20 E., M. D. B. & M.; thence east to the northwest corner of Sec. 14, in T. 6 S., R. 21 E.; thence north to the northwest corner of Sec. 35, T. 5 S., R. 21 E.; thence east to the southwest corner of Sec. 30, in T. 5S., R. 22 E.; thence north to the southwest corner of the Mariposa Big Tree Grant; thence east, along the line of said grant to the southeast corner of said grant; thence north, along line of said grant to the northeast corner of the same; thence north to the original boundary line between Mariposa and Fresno; thence northeasterly along said line to the boundary line of Tuolumne; thence westerly, by the southerly boundary of Tuolumne, to the southwest corner thereof, being the common corner of Stanislaus, Merced, Tuolumne, and Mariposa; thence southeasterly, on the eastern line of Merced, to the place of beginning.
A portion of Yosemite National Park is included within the above described parcel of land.

TOGETHER WITH all that certain real property lying outside the above boundary as described in Mariposa County Ordinance Number 1031, dated the 12th day of December, 2006.

EXCEPTING THEREFROM all that certain land lying between the above boundary and the line as described in Mariposa County Ordinance Number 1031, dated the 12th day of December, 2006.

ALSO EXCEPTING THEREFROM the Wawona Service Area 2-W, being more particularly described as follows:
A tract of land commonly known as Section 35, T.4 S., R.21 E., Mount Diablo Base and Meridian, County of Mariposa, State of California.

Prepared by:

Jerome S. Freeman

Jerome S. Freeman
L.S. No. 4079

LICENSED LAND SURVEYOR
JEROME S. FREEMAN
Exp. June 30, 2010
L.S. 4079
STATE OF CALIFORNIA

Dated:

June 4, 2009

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Recology
WASTE ZERO

March 5, 2021

Mr. Mike Healy, PWLF
Director, Public Works and Transportation
4639 Ben Hur Road
Mariposa, California 95338

Re: Waste Collection Service Rate Increase Effective April 1, 2021

Dear Mr. Healy,

In accordance with Article 11.B – "Rates for Services", of the Franchise Agreement between the County of Mariposa and Recology Mariposa, we are submitting the rate increase that will become effective April 1, 2021. We have enclosed for your reference a copy of the rate sheet showing an 3.19%% increase.

If you have any questions, you may contact me directly at (530) 368-7389, or via email at Tgill@Recology.com.

Sincerely,

Tisha Gill
General Manager

Attachment: Recology Rate Increase Request 4 2021 (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

Exhibit 2a - Maximum Service Rates
Mariposa County, CA
Total Waste Systems, Inc. 4/1/21 RATE ADJUSTMENT

Franchise Fee	0%
Collection Element Increase	3.19%
Disposal Element Increase	0.00%
Tip Fee	$121.00

Rates Effective 4/1/2020	Residential (Up to 4 Cans)		
	1/Week (Town)	1/Week (Out of Town)	1/Mo (Town)
Disposal Component (AxB)	$ 25.79	$ 36.73	$ 18.51
Collection Component (C)	$ 56.33	$ 80.25	$ 40.44
Franchise Fee (0% of total rate)	$ -	$ -	$ -
4/1/2019 Residential Rate	**$ 82.12**	**$ 116.98**	**$ 58.95**

Rates Effective 4/1/2021	Residential (Up to 4 Cans)		
	1/Week (Town)	1/Week (Out of Town)	1/Mo (Town)
Disposal Component (A1xB)	$ 25.79	$ 36.73	$ 18.51
Collection Component	$ 58.13	$ 82.81	$ 41.73
Franchise Fee (0% of total rate)	$ -	$ -	$ -
Proposed 4/1/2020 Rate	**$ 83.92**	**$ 119.54**	**$ 60.24**
Percent Increase	**2.19%**	**2.19%**	**2.18%**

Attachment: Recology Rate Increase Request 4 2021 (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

Exhibit 2b - Maximum Service Rates
Mariposa County, CA
Total Waste Systems Inc. 4/1/21 RATE ADJUSTMENT
COMMERCIAL COLLECTION

0.00%	Franchise Fees
3.19%	Collection Component Increase
0.00%	Disposal Component Increase
$121.00	Tip Fee

Container Size	Collection Frequency						
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	1x Month
2 CY							
Collection							$78.86
Disposal							$39.22
Franchise Fee							$0.00
Total							**$118.08**
3 CY							
Collection	$200.96	$356.71	$510.62	$631.05	$823.49	$978.77	$53.31
Disposal	$99.94	$177.38	$253.93	$313.81	$409.49	$486.74	$26.50
Franchise Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$300.90**	**$534.09**	**$764.55**	**$944.86**	**$1,232.98**	**$1,465.51**	**$79.81**
4 CY							
Collection	$254.58	$451.84	$565.74				
Disposal	$126.60	$224.70	$351.30				
Franchise Fee	$0.00	$0.00	$0.00				
Total	**$381.18**	**$676.54**	**$917.04**				
6 CY							
Collection	$356.70	$645.42	$914.83	$1,194.11	$1,473.51	$1,748.87	$101.58
Disposal	$177.38	$320.96	$454.93	$593.82	$732.76	$869.69	$50.51
Franchise Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$534.08**	**$966.38**	**$1,369.76**	**$1,787.93**	**$2,206.27**	**$2,618.56**	**$152.09**

Attachment: Recology Rate Increase Request 4 2021 (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

Exhibit 2b - Maximum Service Rates
Mariposa County, CA
Total Waste Systems Inc. 4/1/21 RATE ADJUSTMENT
COMMERCIAL COLLECTION

Container Size	Collection Frequency						
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	1x Month
8 CY							
Collection	$469.84		$1,256.29				
Disposal	$233.94		$624.80				
Franchise Fee	$0.00		$0.00				
Total	**$703.78**		**$1,881.09**				
10 CY							
Collection	$580.07	$1,046.89	$1,597.72	$1,995.75			
Disposal	$288.46	$520.61	$794.53	$992.47			
Franchise Fee	$0.00	$0.00	$0.00	$0.00			
Total	**$868.53**	**$1,567.50**	**$2,392.25**	**$2,988.22**			

Attachment: Recology Rate Increase Request 4 2021 (11641 : Board Information - Recology Waste Hauling Annual Rate Increase)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

ORDINANCE 2021-1163

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: An Ordinance Amending Section 10.08.140 of the Mariposa County Code

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RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Section 10.08.140 of the Mariposa County Code Entitled 'Violation - Penalty".

The Legislature has substantially changed the way parking violations are handled and no longer are parking violations treated as infractions within the criminal justice system; instead they are treated as civil offenses, subject to civil penalties and administrative enforcement.

Section 10.08.140 currently reads that a parking violation is an infraction. The amendment to this section will bring Mariposa County Code in line with the California Vehicle Code by providing that any person violating the parking provisions of the ordinance shall be subject to a civil parking penalty in amounts set forth by Board resolution. The proposed resolution is attached for Board information only. The resolution will be presented at the same meeting in which the Board will hold a second reading of the ordinance amendment. Assuming Board adoption of the ordinance, the proposed resolution will then be presented to the Board for adoption.

The separate resolution includes penalty amounts for violations of Vehicle Code parking restrictions. It would be inappropriate to include existing Vehicle Code parking restrictions in the County's ordinance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
April 6, 2021: This ordinance was introduced.

The recent adoption of no parking areas in Fish Camp, El Portal, and Lazo Way in the Don Pedro area caused a review of parking enforcement leading to the recommended action.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No changes can be made at the second reading. Negative action will prevent this ordinance from going into effect.

ATTACHMENTS:
11577 Ordinance 4-20-21 meeting (PDF)

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

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-219

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Adop a Resolution Resolution Establishing a Schedule for Parking Penalties

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Establishing a Schedule of Parking Penalties.

This resolution is a companion to the amendment to Ordinance 10.08.140. That ordinance amendment states that any person violating the parking provisions of that chapter will be subject to a civil parking penalty in amounts set forth by resolution adopted by the Board of Supervisors. This resolution sets forth the parking penalties amounts by category, according to the type of parking violation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This resolution was presented to the Board as an informational item at the time the Board waived the first reading and introduced the amendment to Ordinance 10.08.140, on April 6, 2021. The Board directed that the penalty for violations of Mariposa County Code, Chapter 10.08, be set at the maximum allowed, $100. That change has been incorporated into the resolution. In all other material respects this resolution is the same as presented to the Board on April 6, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the resolution is not adopted, newly enacted Mariposa County Code 10.08.140 will not have any penalty amounts and civil enforcement of parking penalties will not be possible.

FINANCIAL IMPACT:
It is anticipated that there will be some small increase in revenue depending on the number of parking citations issued. However, any increase may be substantially offset by the cost of administration of citation processing, including administrative appeals.

ATTACHMENTS:
Resolution establishing Schedule of Parking Pealties (AutoRecovered) (PDF)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 2021-_
RESOLUTION ESTABLISHING SCHEDULE OF PARKING PENALTIES

WHEREAS, Mariposa County Ordinance Code, Chapter 10.08 establishes certain areas where parking is prohibited or restricted; and

WHEREAS, the California Vehicle Code establishes certain parking restrictions; and

WHEREAS, California Vehicle Code section 40203.5 authorizes the governing body of the local jurisdiction to establish a schedule of parking penalties and encourages the issuing agencies within the same county to standardize parking penalties.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Mariposa does hereby establish a schedule of parking penalties for parking violations and late payment penalties.

BE IT FURTHER RESOLVED that, pursuant to California Vehicle Code section 40203.5, any person violating any regulation restricting parking, stopping, or standing of vehicles established by statute, ordinance or resolution shall pay the penalty established by the following schedule.

MCOC	10.08	Vehicle parked in restricted or prohibited zone	$100.00
CVC	22507.8	Parked in handicap stall	$305.00
CVC	22500(b)	Parked in Crosswalk	$72.00
CVC	22500(f)	Parked on sidewalk	$72.00
CVC	22500(h)	Double Parked	$72.00
CVC	22500(l)	Parked blocking handicapped ramp	$305.00
CVC	22500.1	Parked in fire lane	$108.00
CVC	22502a	Parked wrong way, more than 18 inches from curb	$72.00
CVC	22507.8(b)	Parked blocking a handicapped stall	$305.00
CVC	22507.8c(2)	Parked in Cross hatched area adjacent to handicapped stall	$305.00
CVC	22514	Parked within 15 feet of fire hydrant	$72.00
CVC	22515	Vehicle left unattended with motor running	$72.00
CVC	22516	Locked vehicle with person inside who cannot escape	$108.00

BE IT FURTHER RESOLVED, that any person who fails to pay the parking penalty due within 21 days of the date of the citation shall be assessed a late penalty of $62.00.

///
///
///
///

Attachment: Resolution establishing Schedule of Parking Pealties (AutoRecovered) (RES-2021-219 : Adop a Resolution Resolution

Upon motion of Supervisor _____, Seconded by Supervisor _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted:

_____
Chair, Board of Supervisors

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution establishing Schedule of Parking Pealties (AutoRecovered) (RES-2021-219 : Adop a Resolution Resolution

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-220

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Sale of Rule 20A Credits to Larkspur

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement to Sell $486,170 in California Public Utility Commission (CPUC) Rule 20A Pacific Gas and Electric (PG&E) Credits to the City of Larkspur in the Amount of $218,777; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement will transfer $486,170 in CPUC Rule 20A PG&E credits to the City of Larkspur for $218,777 (a rate of $0.45/$1.00). The option also provides the City of Larkspur with a 180-day option to buy an additional $122,222 in credits at the same rate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The CPUC Rule 20A program provides credits for local governments for the planning, design and construction elements necessary to relocate overhead infrastructure, such as power lines, to an underground trench. The utility is compensated for project costs by collecting the jurisdiction's accumulated credits and including them in subsequent general rate cases so that the electric rates charged to all customers within their service territory will cover the submitted Rule 20A expenses.

While the CPUC has not made a final decision, it is considering options that may change Rule 20A as early as August of this year. Possible changes include: 1) eliminating credits from entities that have not used them; 2) freezing credits with a requirement to use or lose any remaining balance within a given timeframe; or 3) paying off credits to close the program.

Mariposa County currently has approximately $3.6 million in Rule 20A credits. The County does not have a project close enough to construction to preserve these credits from a CPUC action in August. In order for a project to be approved or considered qualified, it must be located on a major collector or arterial street or corridor that serves the good of the community at large. The costs for these types of projects can range from $1,000 to $2,000 per foot, making it difficult to find a viable project using

the available credits.

Rule 20A credits can be sold or traded between jurisdictions and the market for these credits has gotten considerably more active since news of the possible changes became public last year. In Fall 2020, County Administration received an offer from the City of Burlingame offering to purchase credits for 25% of their face value. A counteroffer of $0.33/$1.00 was rejected and the County did not sell its credits in the fall.

On January 26, 2021, the Board directed staff to solicit offers from other jurisdictions and move forward with the sale of the County's remaining Rule 20A credits. That activity has led to the current agreement and ongoing negotiation with other jurisdictions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County will not sell credits to the City of Larkspur. Staff will need additional direction from the Board to understand how to proceed.

FINANCIAL IMPACT:
Approval of this item will generate $218,777 in revenue to be allocated in a future Board meeting.

ATTACHMENTS:
Purchase of Rule 20A Credits_Larkspur (PDF)

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of _____, 2021, by and between the County of Mariposa ("County") and the City of Larkspur ("Larkspur"). Larkspur and County are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

A. Electric utilities collect and annually allocate funds to communities to convert overhead electric facilities to underground electric facilities ("Rule 20A Credits"). The amount of said credits allocated by Pacific Gas and Electric Company ("PG&E") to the County is hereafter referred to as the "County Allocation."

B. Larkspur has identified a qualifying project for which it would utilize available Rule 20A Credits ("Project").

C. Larkspur desires to purchase a portion of the County Allocation to use in connection with their Project and County desires to transfer a portion of the County Allocation to enable the Rule 20A Credits to be used for their intended purpose of undergrounding electric facilities. The portion of said credits is valued at $486,170 and is hereafter referred to as the "Undergrounding Allocation."

D. Larkspur further desires to secure an option to purchase additional portions of the County Allocation to use in connection with their Project and County desires to convey said option and agrees to reserve additional portions of the County Allocation for this purpose. The portion of said credits is valued up to a maximum of $122,222 and is hereafter referred to as the "Option Allocation."

Attachment: Purchase of Rule 20A Credits_Larkspur (RES-2021-220 : Sale of Rule 20A Credits to Larkspur)

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. County agrees to transfer and assign its rights and interest in the Undergrounding Allocation to Larkspur and Larkspur agrees to purchase the Undergrounding Allocation in accordance with the terms of this MOU. County agrees to reserve, and subject to Larkspur's option, transfer and assign its rights and interest in the Option Allocation credits to Larkspur and Larkspur agrees to execute its option to purchase the Option Allocation credits in accordance with the terms of this MOU.

2. This MOU shall be subject to the approval of the Parties and shall become effective on the date when both such approvals have been obtained (the "Effective Date").

3. Larkspur shall purchase the Undergrounding Allocation, and may purchase Option Allocation credits, at a purchase price of $0.45 per $1.00 of County Allocation Credits.

4. Within thirty (30) business days of the Effective Date, Larkspur shall make a payment to County in the amount of $218,777 ("Purchase Price") for the purchase of the Undergrounding Allocation credits valued at $486,170. The Purchase Price shall be made in immediately available funds via check or wire transfer to an account designated by County. The Purchase Price shall constitute full consideration for the transfer and assignment of the foregoing Undergrounding Allocation credits.

5. Within five (5) business days of County's receipt of the Purchase Price, County shall deliver a written request to PG&E, with a copy to Larkspur, making a formal request to transfer and assign the Undergrounding Allocation to and for the benefit of Larkspur. County shall cooperate in good faith with Larkspur to provide any additional documentation or information that is reasonably requested by PG&E to complete the transfer. In the event that PG&E is unable to complete, or does not approve, the transfer, County shall return the Purchase Price funds to Larkspur within ten (10) business days of PG&E's written notification to County that PG&E will not complete the transfer.

6. Larkspur shall retain the option to purchase Option Allocation credits for an additional 180 days from the Effective Date. Larkspur may exercise its option to purchase Option Allocation credits in increments by providing notice(s) to County pursuant to Section 11. Within five (5) business days of County's receipt of a Larkspur option notice, Larkspur shall make a payment to County in the amount of $0.45 per $1.00 of Option Allocation credits requested by Larkspur ("Option Price"), not to exceed the cumulative amount of $55,000 for the purchase of Option Allocation credits valued up to $122,222. Each Option Price paid shall constitute full consideration for the transfer and assignment of the associated amount of Option Allocation credits.

Attachment: Purchase of Rule 20A Credits_Larkspur (RES-2021-220 : Sale of Rule 20A Credits to Larkspur)

7. Within five (5) business days of County's receipt of an Option Price payment, County shall deliver a written request to PG&E, with a copy to Larkspur, making a formal request to transfer and assign the respective amount of Option Allocation credits purchased by Larkspur, to and for the benefit of Larkspur. County shall cooperate in good faith with Larkspur to provide any additional documentation or information that is reasonably requested by PG&E to complete the transfer. In the event that PG&E is unable to complete, or does not approve, the transfer, County shall return the Option Price payment to Larkspur within ten (10) business days of PG&E's written notification to County that PG&E will not complete the transfer.

8. Larkspur acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the County Allocation subject to this MOU for use in the Project and that County has not made any representation or warranty to Larkspur with respect to same. The actual use of the County Allocation by Larkspur shall be subject to the rules and procedures adopted by PG&E, the California Public Utilities Commission and such other conditions or requirements as are set forth in the Public Utilities Code.

9. Each Party shall hold harmless, defend, and indemnify the other Party and its governing body, officers, employees, and agents from and against any and all liability, loss. damage, expense and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the performance of the terms hereunder, or failure to comply with any of the obligations in this MOU, except such loss or damage caused by the sole negligence or willful misconduct of the other Party.

10. Disputes between the Parties in connection with any matter relating to the terms or provisions of this MOU shall first be considered jointly by the City Manager of Larkspur and the County Administrative Officer for County. Prior to taking any judicial action to interpret or enforce provisions of this MOU, the Parties agree to first submit the matter to a mediator, to be mutually agreed upon by the Parties hereto, in concert with a representative of each Party. Each Party shall pay one-half of the cost of the mediator. However, pending resolution, the existence of any dispute (except for disputed charges for which notice was timely provided as required herein) will not absolve either Party of the responsibility for making timely payments for provided credits nor will such disputes absolve either Party of the responsibility for timely performance of its agreed upon obligations to the other.

11. Each Party agrees to timely prepare accurate and complete financial and performance records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

Attachment: Purchase of Rule 20A Credits_Larkspur (RES-2021-220 : Sale of Rule 20A Credits to Larkspur)

Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of either Party, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. Each Party hereby agrees to make such records available during normal business hours for inspection, audit and reproduction by any duly authorized agents of the State of California or the federal government. Each Party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or the federal government. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this MOU, including the costs of administering this MOU.

12. In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this MOU on ten (10) business day's written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law. If Larkspur has made a payment for the Purchase Price and/or an Option Price, and the associated credits have not been transferred at the time this MOU is terminated, the County will return the payment within ten (10) business days of the termination.

13. All notices to be given pursuant to this MOU shall be delivered in person, by U.S. Mail, or by commercial overnight delivery to the address of the Party and shall be effective upon receipt. All notices shall be sent and addressed to the representative of the Party as set forth below. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice.

City of Larkspur Attn:_____ 400 Magnolia Avenue Larkspur, CA 94939	County of Mariposa Attn: Dallin Kimble 5100 Bullion Street Post Office Box 784 Mariposa, CA 95338

14. County and Larkspur are independent contractors with respect to each other. This MOU is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this MOU shall be construed to create an employment relationship between County and any employee of Larkspur or between Larkspur and any employee of County. Each Party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors.

Attachment: Purchase of Rule 20A Credits_Larkspur (RES-2021-220 : Sale of Rule 20A Credits to Larkspur)

15. This MOU shall constitute the entire agreement between the Parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representations, understanding and negotiation, whether oral or written, concerning the same subject matter.

16. This MOU shall be governed and construed in accordance with laws of the State of California.

17. Each Party shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

18. A waiver by either Party of any breach of any term, covenant, or conditions contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

19. The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the MOU or any other rule of construction which might otherwise apply. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the Parties.

20. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

21. In the event of any dispute or legal action arising under this MOU, the prevailing Party shall not be entitled to attorney's fees.

22. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON THE NEXT PAGE]

Attachment: Purchase of Rule 20A Credits_Larkspur (RES-2021-220 : Sale of Rule 20A Credits to Larkspur)

IN WITNESS WHEREOF, the Parties hereby have executed this MOU as of the Effective Date.

CITY OF LARKSPUR

Dan Schwarz, City Manager

ATTEST

Alison Foulis, City Clerk

APPROVED AS TO FORM

Sky Woodruff, City Attorney

COUNTY OF MARIPOSA

Marshall Long, Chair
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

3720963.1

Attachment: Purchase of Rule 20A Credits_Larkspur (RES-2021-220 : Sale of Rule 20A Credits to Larkspur)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-221

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt a Resolution of Intention to Purchase Downtown Parking

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Intention to Enter into an Agreement to Purchase the Real Property Identified as Assessor's Parcel Number 013-184-010-0 for Continued Use as Parking in Downtown Mariposa in the amount of $58,806.

The identified property is an existing parking lot located at the bottom of 5th Street adjacent to the Mariposa Arts Park and Mariposa Creek Parkway. The parking lot also serves a variety of businesses in the area. Purchase of the property preserves the lot for parking into perpetuity and allows sufficient site control to include improvements in the downtown renovation project planned for Fall 2021.

The Resolution of Intention identifies May 25, 2020, as the date whereupon the Board may consider entering the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 17, 2019, the Board authorized a budget to purchase parking rights within the downtown area of Mariposa. The Board also approved the retention of Willdan Engineering to facilitate negotiations and provide other real estate services on behalf of the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this resolution. The County will not buy this property or staff will require additional direction.

ATTACHMENTS:
Downtown Parking Resolution of Intention (PDF)

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

MARIPOSA COUNTY RESOLUTION 20-

RESOLUTION OF INTENTION TO PURCHASE REAL PROPERTY

WHEREAS, Government Code Section 25350 requires the Board of Supervisors to provide notice of its intention to purchase real property in excess of $50,000; and

WHEREAS, the Board of Supervisors, sitting as the Board of Directors for the Mariposa Parking District, has determined that it is in the public interest to purchase real property located in Mariposa, California, and identified as Assessor's Parcel Number 013-184-010-0 (the "Property"), for continued use as a parking lot at the bottom of 5th Street; and

WHEREAS, Mareka G. Lodge, a successor trustee under the Wilfred L. Von Der Ahe Jr. Family Trust dated June 17, 1981, desires to sell the Property to the County for the price of Fifty Eight Thousand Eight Hundred and Six Dollars and No Cents ($58,806.00);

NOW THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors hereby gives notice of its intention to enter into a Purchase and Sale Agreement ("Agreement") to purchase the Property upon the terms and conditions set forth in the Agreement, a copy of which is available for inspection at the office of the Clerk of the Board located at 5100 Bullion Street, Mariposa, California.

BE IT FURTHER RESOLVED that a public meeting shall be scheduled on Tuesday, May 25, 2021, at 9:00 AM or as soon thereafter as the matter may be heard in the Board of Supervisors meeting room located at 5100 Bullion Street, Mariposa, California, for the Board of Supervisors to consider entering into the Agreement.

BE IT FURTHER RESOLVED that, pursuant to Government Code sections 25350 and 6063, this Notice of Intention shall be published in a newspaper of general circulation in the County of Mariposa once a week for three successive weeks prior to the time the Board of Supervisors meets to consider entering into the Agreement.

PASSED AND ADOPTED this 20th day April, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Marshall Long, Board Chair

ATTEST:

_____
René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Downtown Parking Resolution of Intention (RES-2021-221 : Adopt a Resolution of Intention to Purchase Downtown Parking)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-222

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MCRCD Yosemite Area Forest Restoration Grant Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Landowner Access Agreement (Exhibit E) for work to be completed in Yosemite West; and authorize the County Administrative Officer to sign the agreement.

Mariposa County Resource Conservation District (RCD) has received a grant from the California Wildlife Conservation Board to, among other things, reduce wildfire fuels along major road corridors in Yosemite National Park and the community of Yosemite West. RCD has indicated that some of the fuels currently exist on County property in Yosemite West and it is seeking permission to access those properties to mitigate the risk of high-severity wildfire.

Wildfire risk is a primary concern of residents and the reason the Board recently approved a wildfire protection plan. Finding this action aligned with the goals and objectives of that plan, staff recommends approval of this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 16, 2021, the Board approved an updated community wildfire protection plan.

The County frequently partners with RCD on projects that benefit the residents and natural resources in our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Work will not be completed in Yosemite West.

FINANCIAL IMPACT:
There is no financial expense to the County; the proposed project would mitigate work that would otherwise require County resources.

ATTACHMENTS:
WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (PDF)
Exhibit E (PDF)

REF ID# 11638

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

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GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448
Fax (916) 323-0280

2/4/2021

David Mecchi
President of the Board
Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
dmd6catman@yahoo.com

YOSEMITE AREA FOREST RESTORATION, PHASE 2
MARIPOSA COUNTY
GRANT AGREEMENT NO.: WC-2096JG
PROJECT ID: 2020139

Dear Mr. Mecchi:

Enclosed is a copy of a Grant Agreement for the above referenced project (WC-2096JG), which is tentatively scheduled for consideration at the February 25, 2021, meeting of the Wildlife Conservation Board. Prior to formally placing this project on the February agenda, we will need the enclosed Grant Agreement to be signed on behalf of the grantee with a DocuSign electronic signature.

Once approved, we will send you a fully approved and signed copy for your records. In order to maintain a place on the February meeting agenda, the agreement must be signed using DocuSign by February 19, 2021. Please do not incur any costs toward this project until you have received a fully approved agreement along with a notice to proceed.

Thank you for your help and interest working the Wildlife Conservation Board to advance this important conservation work. If you have any questions, please contact Judah Grossman at (916) 445-8892 or judah.grossman@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Scott McFarlin
12465785E47E441...
Scott McFarlin, Supervisor
Restoration and Development

Enclosure(s)

ec: Julie Vance, Regional Manager
CDFW Central Region (4)

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT

for

YOSEMITE AREA FOREST RESTORATION, PHASE 2

MARIPOSA COUNTY, CALIFORNIA

WC-2096JG

State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board

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Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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GRANTEE:

Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
Attn: Melinda Barrett
Phone: (559) 580-0944
E-mail: mariposacountyrcd@gmail.com

GRANTOR:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, CA 94244-2090
Attn: Judah Grossman
Phone: (916) 445-8892
E-mail: judah.grossman@wildlife.ca.gov

Grant Agreement No.: WC-2096JG

Board Approval Date: February 25, 2021

Projected Completion Date: March 31, 2025

Terms of Agreement:

Capital Improvements: Notice to Proceed Date (2/26/2021) through March 31, 2025

Management: Completion of Capital Improvements to February 25, 2046

Project Life: Twenty-five years

Project ID: 2020139

Grant Amount: $4,239,244

Fund Source: Proposition 68

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, (commencing with Section 1300) of the California Fish and Game Code; the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Section 80132(f); and the approval granted by the Wildlife Conservation Board on February 25, 2021, the Wildlife Conservation Board (Grantor) hereby grants to Mariposa County Resource Conservation District (Grantee), a sum not to exceed four million two hundred thirty-nine thousand two hundred forty-four dollars ($4,239,244) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as forest restoration (Project) on approximately 2,153 acres of land commonly known as Yosemite National Park and the community of Yosemite West, located in Mariposa County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.

3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.

3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.

3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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4. DISBURSEMENTS

4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than $5000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.

4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.

4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A Disbursement Request Template provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.

4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).

4.6 Please submit disbursement requests electronically to WCB at WCBClerical@wildlife.ca.gov and WCB Project Manager (Judah.Grossman@wildlife.ca.gov) with "Project ID 2020139 Invoice No. ____" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Judah Grossman

4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.

4.9 With the final invoice, Grantee shall provide a completed Final Cost Share Accounting Form when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

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6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before March 31, 2025 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).

6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor. Grantee shall post one or more signs on the Property to indicate the participation of Grantor in providing Grant Funds for the Project and a logo referencing the fund source (Proposition 68); which logo is available on Grantor's website: www.wcb.ca.gov.

6.4 Not later than 30 days following the completion of all Project activities Grantee will submit one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

6.5 Grantee shall ensure that the Property restored with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.

6.6 The Grantee shall cause the Landowner to permit Grantor and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections and monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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The Grantee will obtain signed Private Property Access agreements such as the attached Exhibit E – SAMPLE LANDOWNER ACCESS AGREEMENT prior to any work commencing on landowner's property as required for project activities.

7. BREACH AND REMEDIES

7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.

7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.

7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.

7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants $50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be $21,000, calculated as follows:

($50,000 ÷ 25 years) x 10.5 years = $21,000

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and

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experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.

7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over $10,000 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

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8.5 Independent Capacity of Grantee; Withholding and Payments
Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer
This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits
Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding
Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement
At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes
The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of

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Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

a) the dangers of drug abuse in the workplace;
b) the person's or organization's policy of maintaining a drug-free workplace;
c) any available counseling, rehabilitation, and employee assistance programs; and,
d) penalties that may be imposed upon employees for drug abuse violations.

8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

a) will receive a copy of the company's drug-free policy statement; and,
b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

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8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;

8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;

8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at http://www.dir.ca.gov. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of $5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (http://portal.gis.ca.gov/geoportal/catalog/main/home.page), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. 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 selection for training, including apprenticeship. Grantee shall comply with the provisions

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of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on February 25, 2021, the Board authorized the award of a grant of up to $4,239,244 to Grantee for the Project.

11. COUNTERPARTS

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

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee and shall each receive a fully executed original and Grantor shall receive one fully executed original.

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map
Exhibit B – Budget
Exhibit C – Work Plan
Exhibit D – Management Plan
Exhibit E – Sample Landowner Access Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: DocuSigned by: John P. Donnelly FFB2B729029842B... Date: 2/26/2021

John P. Donnelly
Executive Director

GRANTEE
MARIPSOA COUNTY RESOURCE CONSERVATION DISTRICT

By: DocuSigned by: D. S. Mecchi 091FB696030A414... Date: 2/8/2021

David Mecchi
President of the Board

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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EXHIBIT A – Location Map



Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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EXHIBIT B – Budget

Project Task	WCB	Grantee	Yosemite National Park	CA Office of Emergency Services	UC Berkeley	Yosemite Conservancy	Total
1. Project Management	$70,200	$31,200	---	---	---	---	$101,400
2. Restoration	$3,923,088	---	$1,115,670	$152,700	$170,000	$59,000	$5,420,458
3. Monitoring	$206,462	---	---	---	---	---	$206,462
4. Indirect Costs	$39,494	---	---	---	---	---	$39,494
TOTAL	$4,239,244	$31,200	$1,115,670	$152,700	$170,000	$59,000	$5,767,814

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD

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EXHIBIT C – Work Plan

The Project helps protect the iconic Yosemite Valley, giant sequoias of the Merced Grove, and high-value wildlife habitat by reducing fuels along major road corridors in Yosemite National Park and the Yosemite West community. The Project will thin fuels on approximately 2,153 acres of mixed conifer forest, thereby reducing risk of high-severity wildfire that could otherwise greatly impact wildlife habitat, water quality, and local communities.

Task 1. Project Management

Project Management includes technical support, public outreach, grant administration, and communication with funders, members of the public, regulatory agencies, and other stakeholders.

Grantee will submit quarterly Progress Reports describing work to date, obstacles to implementation, and upcoming milestones.

Grantee will submit a Final Report which will include, at a minimum, a summary of work completed, photo documentation, and map(s) illustrating Project features.

Task 2. Restoration

Restoration includes felling fire-weakened and hazard trees, thinning small diameter conifers (<20” diameter), removing downed trees and merchantable and non-merchantable biomass to protect forest and soil carbon stores from fire. Non-merchantable biomass will be used to produce electricity or biochar either by hauling to a cogeneration facility or processing with a portable biogeneration plant. The Project area will be linked to other fuel breaks and used for prescribed fires.

Grantee, in collaboration with partners, will oversee restoration which includes physical implementation per the Project plans and specifications, contract management (including any subcontracts), project site management, engineering and environmental compliance, and adaptive management.

Grantee will submit an Implementation Plan detailing Project work to be completed (e.g., annotated timeline with description of treatments/methods).

Task 3. Monitoring

Monitoring includes collecting, analyzing and writing-up data to evaluate Project effects and inform future fuel reduction projects. Monitoring activities will include:

- Monitor Pacific fisher movement and occupancy.
- Install and monitor hydrologic sensors and snow pillows to assess baseline conditions, effects of Project work on downstream water availability, and extent of thinning necessary to create additional water for sequoias to persist under drought.
- Monitor stability of a channel headcut located in a wetland supporting the Merced Grove.

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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- Monitor giant sequoias (e.g., isotopic signatures) to evaluate their use of surface water vs. subsurface water and what that implies for their response to drought, mechanical fuel reductions, and fire.

Grantee will submit a Monitoring Plan to evaluate performance of Project treatments and progress toward achieving Project objectives and outcomes.

The Final Report under this grant will include Interim Monitoring Results produced during the term of the grant.

Task 4. Indirect Costs

Indirect costs are calculated as a percent (indirect cost rate) of direct costs excluding subcontractor and equipment costs. Indirect costs supporting this calculation include but are not limited to: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Schedule of Deliverables

	Task	Deliverable	Estimated Completion
1	Project Management	1.1) Progress Reports	1.1) Quarterly (e.g., March 31, June 30, September 30, and December 31) for the duration of the grant
		1.2) Final Report	1.2) March 1, 2025
2	Restoration	2.1) Implementation Plan	2.1) September 1, 2021
3	Monitoring	3.1) Monitoring Plan	3.1) September 1, 2021
		3.2) Monitoring Results	3.2) With Final Report

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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EXHIBIT D - Management Plan

Yosemite National Park (YNP) has adopted a Management Plan that guides management actions for the YNP portion of the Project area and the Mariposa County Annual Budget addresses management for the portion of the Project area in the Yosemite West community. YNP fire management and forestry programs will conduct long term management and monitoring as an ongoing part of their regular operations within their jurisdiction. Monitoring forest health and conducting prescribed fires are an integral part of their ongoing programs.

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EXHIBIT E - SAMPLE LANDOWNER ACCESS AGREEMENT

Access Agreement

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT

YOSEMITE AREA FOREST RESTORATION

This Access Agreement ("Agreement") is entered into by and between the Mariposa County Resource Conservation District ("RCD") and _____ _____ ("Responsible Party"). The RCD and Responsible Party are sometimes referred to herein individually as a "Party" and collectively, the "Parties").

RECITALS

A. Responsible Party represents and warrants that it owns, operates or is a tenant of the real property described on Exhibit A attached hereto ("Property") and is authorized to enter into this Agreement.

B. The RCD is a Resource Conservation District organized under California Public Resources Code Section 9001 et seq.

C. Forests in the Yosemite area are in need of hazardous fuels removal.

D. The RCD has received all necessary permits to implement the Yosemite Area Forest Restoration, Phase 2 project **("Project")** and enhance forest health and reduce hazardous fuels through selective thinning activities**.**

E. The RCD, in partnership with the Yosemite National Park, UC Berkeley, and California Office of Emergency Services, has received funding from the California Wildlife Conservation Board to work with Responsible Party and others to implement the Project.

F. The long-term success of the Project is dependent on participation of Responsible Parties in the Yosemite area where hazardous fuel loads are high.

G. Responsible Party acknowledges the benefits of the Project and therefore has agreed to allow the RCD to enter the Property to implement the Project on the terms and conditions set forth herein.

NOW THEREFORE, the RCD and Responsible Party agree as follows:

1. Grant of Right of Access.

(a) Right of Access. Responsible Party hereby grants to the RCD, its employees, agents or designees, the right of access to the Property to implement the Project at all times as

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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may be reasonably necessary or appropriate during the term of this Agreement. The RCD's right of access includes the right to allow personnel and equipment on the Property as reasonably appropriate. The right of access to the Property granted herein is subject to all the terms and conditions set forth in this Agreement.

(b) Work Area. Except for ingress and egress, the RCD's work relating to the Project shall be confined to the areas shown on **Exhibit A ("Work Area").** The Parties acknowledge and agree that the Work Area will be used, altered and maintained in accordance with the Project.

(c) Nonexclusive Right. The RCD's right of access to the Property is not exclusive. Responsible Party, its employees and invitees shall each have the right to use the Property for all purposes as are permitted by federal, state, and local statutes, laws, ordinances, codes, regulations and rules, or as determined by Responsible Party, so long as such use does not interfere with the RCD's rights hereunder.

(d) Advance Notice. The RCD shall give no less than seven (7) days advance notice prior to entry. The notice shall be sufficient if made either by telephone or by mail, directed to the address and telephone number shown below or to an alternate address provided by Responsible Party.

(e) No Property Interest Conveyed. This Agreement does not convey a property interest to the RCD in the Property or any portion thereof. This Agreement shall not be recorded in the official records of Mariposa County.

2. Term of Agreement. The term of this Agreement shall commence on the date all the Parties have signed this Agreement ("**Commencement Date**"), and terminate ten (10) years after the Commencement Date, unless the term of this Agreement is extended by mutual agreement of the Parties or unless sooner terminated as provided in this Agreement.

3. Default. In the event of a material default by the RCD, this Agreement may be terminated by Responsible Party a) provided the Responsible Party gives the RCD written notice of the default, which notice shall describe the nature of the default, and b) provided the RCD is given sixty (60) days to cure the default. In the event the RCD fails to cure the default within such sixty (60) day period, the Responsible Party may terminate this Agreement.

4. Responsibility for Project Costs. For the first five (5) years of this Agreement, all Project costs shall be the sole responsibility of the RCD.

5. Cooperation and Coordination. During the Term of this Agreement, Responsible Party and the RCD agree that: (a) each Party will cooperate and coordinate its activities with one another in order not to disturb ongoing use of the Work Area; (b) Responsible Party will not intentionally take action to disrupt the progress of the Project; (c) The RCD will continue monitoring and maintenance of the Project with assistance from the Responsible Party when needed for 10 years, commencing from the date of execution; and (d) each Party will take, use, provide and make proper, reasonable, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damage to any person or the Property.

6. Insurance and Indemnification.

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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(a) Insurance. RCD agrees to obtain and/or maintain at its own cost and expense general liability insurance in the sum of not less than $2,500,000 for each occurrence and not less than $2,500,000 combined limit.

(b) Indemnification. RCD shall indemnify, defend, and hold Responsible Party harmless from any and all claims, liability, losses, costs, charges, or expenses **("Claim" or "Claims")** which Responsible Party may incur as a result of any negligent or wrongful act or omission of RCD in its use of the right of access granted under this Agreement. This indemnification obligation shall not apply to the extent a Claim is the result of the negligent or wrongful act or omission of Responsible Party.

(c) Repair of Damage. The RCD shall promptly repair any damage to the Property caused by the acts or omissions of the RCD or its employees or contractors.

7. Compliance with Applicable Laws. The RCD agrees to comply in all respects with any and all applicable federal, state, and local statutes, laws, ordinances, codes, regulations, and permit conditions in connection with Project.

8. Notice.

(a) Method of Notice. The Parties shall give all notices and communications between the Parties by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the Party's address specified in this agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section. Receipt of Notice. A notice given under this Agreement will be effective on the other Party's receipt of it.

Responsible Party:

Attn: _____
_____
_____

RCD:

Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
Attn: Melinda Barrett
Phone: (559) 580-0944
E-mail: mariposacountyrcd@gmail.com

9. General Provisions.

(a) Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

(b) Integration. This Agreement contains the complete and entire agreement between the Parties and cannot be altered, modified or amended except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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(c) Binding Effect. This Agreement shall inure to the benefit of and bind the Parties hereto and their successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Captions. All sections and paragraph headings and captions appearing in this Agreement are included for convenience only, and shall not be considered in interpreting this Agreement.

(f) Severability. If any term, provisions, condition or covenant of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by law.

(g) Exhibits. All exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

(h) Waiver. A waiver by one Party of the performance of any covenant, agreement, obligation or condition, shall not be construed as a waiver of any other covenant, agreement or condition. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

(i) Interpretation. Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting Party or the Party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

(j) Mediation of Disputes. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties agree to first try in good faith to settle the dispute by non-binding mediation before resorting to binding arbitration or litigation.

(k) Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in Monterey County, California. The exclusive venue for any suit, action or proceeding shall be in Monterey County, California.

(l) Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof. This Agreement may also executed in multiple counterparts and shall be effective when counterparts hereof, when taken together, bear the signatures of all the Parties set forth below.

(m) Authority. The undersigned Parties affirm that the individuals signing this Agreement have been granted the authority to do so.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date and year set forth

below.

[signatures]

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448
Fax (916) 323-0280

Melinda Barrett
Program Manager
Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
barrett.melinda1@gmail.com

2/26/2021

YOSEMITE AREA FOREST RESTORATION, PHASE 2
MARIPOSA COUNTY
GRANT AGREEMENT NO.: WC-2096JG
PROJECT ID: 2020139

Dear Ms. Barrett:

Enclosed for your records is one fully executed Grant Agreement WC-2096JG for the above referenced project located in Mariposa County. This is your Notice to Proceed in accordance with the terms and conditions of the agreement. Please make note of the following deadlines for submission of invoices and receipts for labor and materials: all materials must be ordered and work completed by March 31, 2025. Bills for materials ordered and work completed prior to March 31, 2025 can be submitted up to 30 days past that date. Please keep one copy of the fully executed Grant Agreement for your records and forward a copy to the landowner.

Thank you for your assistance in implementing this important conservation project. If you have any questions, please contact the project manager Judah Grossman at judah.grossman@wildlife.ca.gov or (916) 445-8892.

Sincerely,

DocuSigned by:
John P. Donnelly
FFB2B729029842B...

John P. Donnelly
Executive Director

Enclosure(s)

cc: CDFW, Accounting Services Branch/Claims Unit
(w/2 copies of agreement WC-2096JG enclosed)

ec: Julie Vance, Regional Manager
CDFW Central Region (4)

Attachment: WCB_grant_-_Yosemite_Area_Forest_Restoration Agreement (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant

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EXHIBIT E - LANDOWNER ACCESS AGREEMENT

Access Agreement

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT

YOSEMITE AREA FOREST RESTORATION

This Access Agreement ("Agreement") is entered into by and between the Mariposa County Resource Conservation District ("MCRCD") and Mariposa County ("Responsible Party"). The MCRCD and Responsible Party are sometimes referred to herein individually as a "Party" and collectively, the "Parties").

RECITALS

A. Responsible Party represents and warrants that it owns, operates or is a tenant of the real property described on Exhibit A attached hereto ("Property") and is authorized to enter into this Agreement.

B. The MCRCD is a Resource Conservation District organized under California Public Resources Code Section 9001 et seq.

C. Forests in the Yosemite area are in need of hazardous fuels removal.

D. The MCRCD has received all necessary permits to implement the Yosemite Area Forest Restoration, Phase 2 project **("Project")** and enhance forest health and reduce hazardous fuels through selective thinning activities.

E. The MCRCD, in partnership with the Yosemite National Park, UC Berkeley, and California Office of Emergency Services, has received funding from the California Wildlife Conservation Board to work with Responsible Party and others to implement the Project.

F. The long-term success of the Project is dependent on participation of Responsible Parties in the Yosemite area where hazardous fuel loads are high.

G. Responsible Party acknowledges the benefits of the Project and therefore has agreed to allow the MCRCD to enter the Property to implement the Project on the terms and conditions set forth herein.

NOW THEREFORE, the RCD and Responsible Party agree as follows:

1. Grant of Right of Access.

(a) Right of Access. Responsible Party hereby grants to the MCRCD, its employees, agents or designees, the right of access to the Property to implement the Project at all times as

Attachment: Exhibit E (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant Agreement)

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may be reasonably necessary or appropriate during the term of this Agreement. The MCRCD's right of access includes the right to allow personnel and equipment on the Property as reasonably appropriate. The right of access to the Property granted herein is subject to all the terms and conditions set forth in this Agreement.

(b) Work Area. Except for ingress and egress, the MCRCD's work relating to the Project shall be confined to the areas shown on **Exhibit A ("Work Area").** The Parties acknowledge and agree that the Work Area will be used, altered and maintained in accordance with the Project.

(c) Nonexclusive Right. The MCRCD's right of access to the Property is not exclusive. Responsible Party, its employees and invitees shall each have the right to use the Property for all purposes as are permitted by federal, state, and local statutes, laws, ordinances, codes, regulations and rules, or as determined by Responsible Party, so long as such use does not interfere with the MCRCD's rights hereunder.

(d) Advance Notice. The MCRCD shall give no less than seven (7) days advance notice prior to entry. The notice shall be sufficient if made either by telephone or by mail, directed to the address and telephone number shown below or to an alternate address provided by Responsible Party.

(e) No Property Interest Conveyed. This Agreement does not convey a property interest to the MCRCD in the Property or any portion thereof. This Agreement shall not be recorded in the official records of Mariposa County.

2. Term of Agreement. The term of this Agreement shall commence on the date all the Parties have signed this Agreement ("**Commencement Date**"), and terminate ten (10) years after the Commencement Date, unless the term of this Agreement is extended by mutual agreement of the Parties or unless sooner terminated as provided in this Agreement.

3. Default. In the event of a material default by the MCRCD, this Agreement may be terminated by Responsible Party a) provided the Responsible Party gives MCRCD written notice of the default, which notice shall describe the nature of the default, and b) provided MCRCD is given sixty (60) days to cure the default. In the event the MCRCD fails to cure the default within such 60 day period, the Responsible Party may terminate this Agreement.

4. Responsibility for Project Costs. For the first five (5) years of this Agreement, all Project costs shall be the sole responsibility of the MCRCD.

5. Cooperation and Coordination. During the Term of this Agreement, Responsible Party and MCRCD agree that: (a) each Party will cooperate and coordinate its activities with one another in order not to disturb ongoing use of the Work Area; (b) Responsible Party will not intentionally take action to disrupt the progress of the Project; (c) MCRCD will continue monitoring and maintenance of the Project with assistance from the Responsible Party when needed for 10 years, commencing from the date of execution; and (d) each Party will take, use, provide and make proper, reasonable, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damage to any person or the Property.

6. Insurance and Indemnification.

Attachment: Exhibit E (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant Agreement)

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(a) Insurance. MCRCD agrees to obtain and/or maintain at its own cost and expense general liability insurance in the sum of not less than $2,500,000 for each occurrence and not less than $2,500,000 combined limit.

(b) Indemnification. MCRCD shall indemnify, defend, and hold Responsible Party harmless from any and all claims, liability, losses, costs, charges, or expenses **("Claim" or "Claims")** which Responsible Party may incur as a result of any negligent or wrongful act or omission of MCRCD in its use of the right of access granted under this Agreement. This indemnification obligation shall not apply to the extent a Claim is the result of the negligent or wrongful act or omission of Responsible Party.

(c) Repair of Damage. MCRCD shall promptly repair any damage to the Property caused by the acts or omissions of the MCRCD or its employees or contractors.

7. Compliance with Applicable Laws. MCRCD agrees to comply in all respects with any and all applicable federal, state, and local statutes, laws, ordinances, codes, regulations, and permit conditions in connection with Project.

8. Notice.

(a) Method of Notice. The Parties shall give all notices and communications between the Parties by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the Party's address specified in this agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section. Receipt of Notice. A notice given under this Agreement will be effective on the other Party's receipt of it.

Responsible Party:

Attn: Dallin Kimble
Mariposa County
PO Box 784 Mariposa, CA
209-966-3222
dkimble@mariposacounty.org

RCD:

Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
Attn: Melinda Barrett
Phone: (559) 580-0944
E-mail: mariposacountyrcd@gmail.com

9. General Provisions.

(a) Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

(b) Integration. This Agreement contains the complete and entire agreement between the Parties and cannot be altered, modified or amended except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

Attachment: Exhibit E (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant Agreement)

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(c) Binding Effect. This Agreement shall inure to the benefit of and bind the Parties hereto and their successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Captions. All sections and paragraph headings and captions appearing in this Agreement are included for convenience only, and shall not be considered in interpreting this Agreement.

(f) Severability. If any term, provisions, condition or covenant of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by law.

(g) Exhibits. All exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

(h) Waiver. A waiver by one Party of the performance of any covenant, agreement, obligation or condition, shall not be construed as a waiver of any other covenant, agreement or condition. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

(i) Interpretation. Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting Party or the Party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

(j) Mediation of Disputes. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties agree to first try in good faith to settle the dispute by non-binding mediation before resorting to binding arbitration or litigation.

(k) Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in Mariposa County, California. The exclusive venue for any suit, action or proceeding shall be in Mariposa County, California.

(l) Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof. This Agreement may also executed in multiple counterparts and shall be effective when counterparts hereof, when taken together, bear the signatures of all the Parties set forth below.

(m) Authority. The undersigned Parties affirm that the individuals signing this Agreement have been granted the authority to do so.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date and year set forth

below.

	David S. Mecchi
Landowner Signature	**MCRCD Board President Signature**
	DAVID S. MECCHI
Printed Name	**Printed Name**
Date	**Date**

Attachment: Exhibit E (RES-2021-222 : MCRCD Yosemite Area Forest Restoration Grant Agreement)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Performance Evaluation - County Librarian

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: County Librarian (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD