MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

April 4, 2023

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	9:02 AM
Shannon Poe	Supervisor	Present	9:02 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:02 AM
Wayne Forsythe	District IV Supervisor	Present	9:02 AM
Miles Menetrey	District V Supervisor	Present	9:02 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Heather Livingston/Coordinator of Friday Night Live comment on CA. 12 and had the Friday Night Live students speak on events and their mission.

Joe Lynch/Health and Human Services Director commented on CA. 10-14 noting the fantastic presentation. He stated that what the children due is very important. "Children are great imitators, give them something great to immolate". He also quoted Nelson Mandela.

Donna Santee/Lead Prevention Specialist at Safe Families commented on CA. 10, noting Megan Atkinson asked that she speak on her behalf. She thanked the Board for bringing this item forward. She noted this fortifies solidarity and brings a message of support and protection to our youth. She noted it is important that all children receive and deserve love and respect. She noted for the listening public to say something if they see it and pleaded that parents take time for self-care. She announced the planting of the annual pinwheel gardens around the community to bring awareness to Child Abuse.

Members from Club Live (Grades 6 through 8) came up for CA. 13 and read stories and gave statistics on the easy access of alcohol to youth

Katy Wagoner/Mountain Crisis spoke on CA. 14 stating facts on Sexual Abuse for its awareness month.

Kudos were given by all Supervisors to the children who came and spoke before the board, they noted the importance of the youth members speaking to their peers and being role models.

Chair Menetrey also made mention of CA. 17 noting the Board is not receiving minutes from its committees.

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

CA1. **Health and Human Services RES-2023-167**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-168**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-169**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-170**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Sheriff's Office RES-2023-171**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration RES-2023-172**

Approve a Five Year Agreement with JMP in an Amount of $25,473 for Postage Machine Services in the Government Center Complex; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration RES-2023-173**

Approve Service Order No. 1 with Ricoh for Managed Services ($347.70/Month); and Authorize the Board of Supervisors Chair to Sign the Service Order

CA8. **Administration RES-2023-174**

Rescind Resolution 2023-103; Approve the First Amendment to an Agreement with BOP Which Amends the Compensation; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,092,591) 4/5ths Vote Required

CA9. **Public Works RES-2023-175**

Declare Las Mariposas Civil War Reenactment April 22 & 23, 2023, as a County Sponsored Event; and Waive the Encroachment Fee of $188.00

CA10. **Board of Supervisors 2023-33**

Proclaim the Month of April 2023, as "Child Abuse Awareness Month" (Board Chair)

CA11. **Board of Supervisors 2023-34**

Proclaim April 1 - 7, 2023 as "Week of the Young Child"

CA12. **Board of Supervisors 2023-35**

Proclaim the Month of April 2023, as "Friday Night Live Month" (Board Chair)

CA13. **Board of Supervisors 2023-36**

Proclaim the Month of April 2023, as "Alcohol Awareness Month" (Board Chair)

CA14. **Board of Supervisors 2023-37**

Proclaim the Month of April 2023, as “Sexual Assault Awareness Month” and April 26Th, 2023, as “Denim Day" (Board Chair)

CA15. **Board of Supervisors RES-2023-176**

Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 704 Solar Panel Exemption for Wildfire Victims

CA16. **Clerk of the Board of Supervisors 2023-38**

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2023

CA17. **Clerk of the Board of Supervisors (ID # 13874)**

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

CA18. **County Counsel 2023-39**

Accept Resignation and Recognize Michael Cornwell and Debra Wass for Their Service on the Mariposa County Safety Committee; and Appoint Chris Ferbrache as a Management Representative and Julie Brown as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Terms Ending September 28, 2025

CA19. **Health and Human Services RES-2023-177**

Approve Amended 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

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-178**

Approve an Agreement with Tulare County Superintendent of Schools (Tulare County) to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed $19,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **HHS/Community Services RES-2023-179**

Approve Amendment to Agreements with Area 12 Agency on Aging; and Authorize the Board of Supervisors Chair to Sign the Amendments; Approve Budget Action Decreasing Revenue and Appropriations in the Title III-C 1 Congregate Meals Program ($32,615); and Increasing Revenue and Appropriations in the Transit Funding Title III-B Transportation ($32,600), to Correspond with the Amendments 4/5ths Vote Required

CA22. **HHS/Community Services RES-2023-180**

Approve the Amended Area 12 Agency on Aging (A12AA) Nutrition Infrastructure Grant Agreement for a New Amount Not to Exceed $120,362; and Approve Budget Action Increasing Revenue and Appropriations Recognizing Unanticipated Funds from the Grant to Correspond with the Amended Agreement Amount ($18,840) 4/5ths Vote Required

CA23. **HHS/Community Services 2023-40**

Accept the Resignation of Laura Conger from the Mariposa County In-Home Supportive Services Advisory Committee, Effective Immediately

CA24. **Public Works RES-2023-181**

Authorize Public Works to Waive the Encroachment Permit Fee of $188 for the Annual Farmers Market

CA25. **Public Works RES-2023-182**

Approve the Allocation of One Permanent Full-Time Senior Engineer Position in the Public Works Engineering Budget Effective April 4, 2023; and Un-Allocate One Associate Engineer and One Engineering Technician II

CA26. **Public Works RES-2023-183**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Unanticipated Funds from the Energy Conservation Assistance Act (ECAA) Loan to Cover the Balance of the Agreement ($883,390) 4/5ths Vote Required

CA27. **Sheriff's Office RES-2023-184**

Approve an Amended Three Year Agreement with Keefe Commissary Network to Provide Commissary Services at the Mariposa Adult Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Public Comment on Non-Agenda Items

Dr. Eric Sergienko/County Health Office noted it was a busy month. He noted they forgot to bring forward a proclamation for Public Health Week and wanted to take the time to recognize everything staff, including Environmental Health is tasked with. Dr. Sergienko noted Mountain County EMS is responsible for the contract with Mercy Ambulance and the County gives guidance at the county level. He noted they met with Mountain County and Board representatives; Mercy was able to get a 90-day

extension to engage in negotiations. He noted they may request a subsidy. Dr. Sergienko also noted HHSA will be bringing an Ordinance Amendment specific to the County Ordinance for Ambulances to allow for Basic Life Support (BLS) and Advance Life Support (ALS).

Jeremy Briese/Sheriff noted Mariposa Safe Families will be assisting in Operation Easter and will be divided between both sides of the County. He thanked the deputies who are involved in delivering these meals. He thanked the OES unit which is a two-person show. He noted government in the words of Chair Menetrey "Government moves at a glacier's pace". Sheriff Briese updated the Board on the damage submissions for the recent storms and noted they are working with the USDA and FEMA as there could be qualifying grants and loans.

Wes Smith/OES noted the survey will be open until the FEMA resource centers are closed. He noted that if anyone has sustained any damage whether minor or major to fill out the survey.

Shannon Hansen/Public Works Director gave a road update, noting the county has not sustained any additional damage. She noted they are finalizing two more emergency contracts, noting it is a lengthy process. She noted for the listening public that if anyone is looking for summer employment, the lifeguard and day camp positions are open.

Steve Engfer/Planning Director gave an update on phase one and phase two of the restoration enhancements. Thanked the board for support on this project.

Jacob Hawley/Mariposa Visitors Center noted they are getting a lot of phone calls and noticing an increase in tourism. He noted her is working on a calendar with all events.

Mike Bruso/Bear Valley brought up the topic of the March of Folly once again, he noted we display the constitution in the Board chambers. He noted people don't read these documents. He brought up the battle of the American Revolution and noted more than 1200 British soldiers were killed. He began discussing the Constitution.

Jeremy Herber/General Manager for Recology noted it's been hard to get access to some customer areas' homes. He said they are monitoring the road issues; they have changed the pickup days and gave a quick update on the conditions.

10:08 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:13 AM.

Recess Board of Supervisors

10:14 PM Chair Menetrey Recessed the Board meeting and the Clerk of the Board read the government code announcement.

G. LOCAL TRANSPORTATION COMMISSION

10:14 PM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2023-8**

Appoint Jordan Van Delden as the Social Service Transportation Provider to the Social Services Transportation Advisory Council (SSTAC) for a Three (3) Year Term Ending April 4, 2026; and Reappoint Kelly Taute to the SSTAC for a Three Year Term Ending April 4, 2026

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

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

Adjourn LTC

10:17 PM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:17 PM Chair Menetrey Reconvened the Board meeting.

H. Regular Agenda Items

1. **Cooperative Extension RES-2023-185**

Adopt a Resolution to be Submitted to CalPERS that is Required to Bypass the 180 Day Waiting Period to Hire Debra Wass as a Retired Annuitant Extra Help Office Technician at the Hourly Rate of $29.59

Fadzayi Mashuri/Farm Advisor gave the staff report.

Public comment was received from Jeanne Pine/Master Gardner's President who asked the Board to vote in the affirmative.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Danette Toso, Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Administration (ID # 13962)**

Discussion and Possible Direction on the National Center for Public Lands Counties; and a Requested Contribution of $24,689

Dallin Kimble/County Administrative Officer gave the staff report noting this was discussed at the previous meeting. He noted the question was regarding the proposed contributions. He noted it is equal to 1% of the allocated Local Assistance Tribal Consistency Funds (LATCF) He was unsure if we should be using the funds be used, but we contribute at least 1% from the general fund.

Public comment was received by Mike Bruso/Bear Valley who complimented the Board on the dialogue they engaged in at the last meeting on this topic. He noted he understood both points of view. He gave his concerns about the use of the money and what will be achieved.

Board discussion ensued. Supervisor Smallcombe expressed that she feels the

County should have a conversation with Treasury before we contribute to ensuring it is acting with integrity.

The direction was given to the County Administrative Officer with Supervisor Smallcombe disagreeing with the direction.

DIRECTION: Staff is to proceed with making the requested contribution of $24,689 coming from General Fund.

RESULT: DIRECTION GIVEN

I. Closed Session

Chair Menetrey read the closed session item, no public comment received and Chair Menetrey recessed the Board into Closed Session at **10:53 AM.**

1. **County Counsel (ID # 13846)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

No public comment.

RESULT: CLOSED SESSION HELD

Reconvene and Report Out

11:02 PM Chair Menetrey reconvened the board meeting and reported that information was received and direction was given during closed session.

J. Adjournment

11:03 PM Chair Menetrey adjourned the meeting in memory of L. Pierce Loberg.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-167

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-168

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

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

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

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

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

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

FINANCIAL IMPACT:
Not Applicable.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13907

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-169

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

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

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

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

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

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

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

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13811

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-170

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the 22/23 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 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: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13816

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-171

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Extreme Snowstorms 2023

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.

On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not ratify 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: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13884

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-172

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve 5 Year Contract with Quadient Leasing / JMP for Postage Machine

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five Year Agreement with Quadient Leasing in an Amount of $25,473 for Postage Machine Services in the Government Center Complex; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The current Pitney Bowes postage machine lease is expiring May 29th, 2023. The lease has been historically managed by the treasurer/tax collector/clerk, but outsourcing ballot and property tax bill mailings has reduced their need for the machine. Administration has procured this new lease with Quadient Leasing, with JMP as the service provider, in response to several other departments who have indicated they still rely heavily on the postage machine.

There are two documents attached, which requires explanation. The Quadient Leasing document is the official contract. All payments will be made to Quadient Leasing. The JMP Document is a separate form, not really a backup to the lease, or a lease agreement in any way. The JMP form confirms an outline of the order, any special instructions for our install/service department, any customer requests when we come out to install, etc. It also confirms how the maintenance is being invoiced, because JMP are the ones who will be doing all the service for the machine. The maintenance is billed as part of the lease payment, but JMP will be doing the maintenance. The JMP form does not need to be signed.

The proposed agreement is a savings of seven thousand dollars ($7,000) over Pitney Bowes' quote to extend services. Quadient Leasing / JMP is used by the superior court and the court recommends their services. While the term of this agreement is longer than desired, financial penalties on shorter agreements make this option the most cost efficient.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board must approve contracts which are for more than three years initially or a total term, with extensions, in excess of five years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Direct staff to negotiate a shorter agreement. The cost per year for the machine will likely be higher than in the proposal. Staff would look for other alternatives (outsourcing, Stamps.com, etc.) in the interim period.

Approve the agreement, but direct staff to look for alternatives. The agreement could be terminated in the future with some financial penalties for early termination.

Do not approve the contract. Staff will need additional direction. Without alternatives, each department will send staff to the post office to address mailing service needs.

FINANCIAL IMPACT:
There is no impact to the budget because postage is already budgeted.

ATTACHMENTS:
Quadient Leasing Contract (PDF)
JMP Contract Exhibit (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809
and / or
State Participating Addendum (PA) #:
7-22-70-50-04 (CA)

Customer

Organization	Mariposa County Administration			
DBA				
Address	5100 Bullion Street			
City State Zip	Mariposa		CA	95345
Phone	(209) 742-1234	**Fax**		

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524			
Attention	Government Sales DUNS# 150836872			
Address	478 Wheelers Farms Rd			
City State Zip	Milford		CT	06461
Phone	(866) 448-0045	**Fax**	(203) 301-2600	

Ship To

Organization	Mariposa County Administration			
Attention	Leigh Westerlund			
Address	4982 10th Street			
City State Zip	Mariposa		CA	95338
Phone	(209) 742-1234	**Email**	Lwesterlund@mariposacounty.or	

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	$424.56	$25,473.60

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	SMARTDESKMOUNT	S.M.A.R.T. Desk Mount - Keyboard w/touchpad mouse, Tray & Pole w/Hardware
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	SMART-REM-CONFIG	S.M.A.R.T. Remote Configuration Training
1	SMARTIX7WP10	iX-7; 10lb WP; All-in-One PC; Zebra Label Printer; SMART Mail Center SW w/5 Mailroom + 250 RTS/Pri

1) **This order is governed in accordance with the prices, terms, delivery method, and specifications listed above, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020.**

2) **Payments will be sent to:**
Quadient Leasing USA Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682

3) **Send all correspondence to;**
Quadient Leasing USA Inc.
478 Wheelers Farms Rd
Milford CT 06461

Authorized by Date

Print Name Title

Attachment: Quadient Leasing Contract (RES-2023-172 : Approve 5 Year Contract with Quadient Leasing / JMP for Postage Machine)

Summit Technology Affiliates
CREATE * PRINT * MAIL * ARCHIVE

Summit Business Systems | Summit Mailing & Shipping Systems | JMP JMP OFFICE TECHNOLOGIES | MOT MIDWEST OFFICE TECHNOLOGY | CCI CCI OFFICE TECHNOLOGIES

Order Agreement

(Leasin

Agreement Date	STA Branch	Account Specialist	PO Number	Tax Exempt
3/17/23	JMP Office Technologies	Sarah Fulvio		No *If Yes, Include Letter/Certification*

Customer Bill To			Customer Ship To		
Business Name	Mariposa County Administration		Business Name	Mariposa County Administration	
Address	100 Bullion Street		Address	4982 10th Street (Basement)	
City, State, Zip	Mariposa, CA 95345		City, State, Zip	Mariposa, CA 95338	
Contact, Title	Leigh Westerlund, Assistant County Administrative Officer		Contact, Title	Leigh Westerlund, Asst County Admin Officer	
Phone	(209) 742-1234	Cust #	Phone	(209) 742-1234	Cust #
Email	Lwesterlund@mariposacounty.org		Email	Lwesterlund@mariposacounty.org	

Order Items

☐ Additional Item Pages ____

Qty	Item/Model #	Serial or ID (if available)	Details/Description
1	SMARTIX7WP10		IX-7 Automatic Mailing System, 10lb Weighing Scale, All in One PC, Monitor & SMART Mail Center
1	SMARTDESKMOUNT		Keyboard and Desk Mount Kit with Hardware
1	IXDS7		Dynamic Weighing for IX-7 Series
1	SMART-REM-CONFIG		SMART Remote Configuration/training

Items to Pickup

Item/Model #	Serial or ID	Action

Install Notes

Stairs No

NOTE: The Lease will commence on the day the customer signs off on acceptance of the new equipment.

Other Obligations

Lease is under the NASPO CONTRACT# CTR058809. Competitive Displacement, Pitney Bowes.
Lease includes all meter rental, equipment and all maintenance. All rate change and software updates are included. No charge for delivery, installation and training.

Lease Details

Term (months)	63
Lease Type	FMV
Payment (monthly)	$ 424.56
Billing Frequency	Quarterly
Payment includes	Hardware + Product MA

Product Maintenance Agreement

Plan Type	DECLINE PLAN			Term (months)	Co-Terminus with Lease
Payment (monthly)		Billing Frequency	Quarterly	Billed By	Leasing Company

Details/Notes

Maintenance is included in the lease payment. All Service is provided by JMP Office Technologies. Includes all parts and labor.

Software Support Plan

Plan Type	DECLINE PLAN			Term (months)	Co-Terminus with Lease
Payment (monthly)		Billing Frequency	Quarterly	Billed By	Leasing Company

Details/Notes: All s/w and updates included in Lease Plan

By signing this Agreement, the signer and Customer acknowledges and agrees: (1) The terms and conditions appearing at https://sta.solutions/docs/Terms-2020-10-21-01.pdf are incorporated into this Agreement as if fully set forth herein. (2) having received, read, and agrees to all applicable terms and conditions (3) that this Agreement and incorporated terms constitutes the entire agreement, understandings, and representations, between Customer and STA, with respect to this transaction. (4) that this Agreement supersedes all prior communications between the parties including all oral or written proposals. and (5) that you are authorized to sign the Agreements on behalf of the Customer.

Customer		STA	
Authorized Signature	Business Legal Name	Acceptance	Date
	Date		
Printed Name	Title	By	

Attachment: JMP Contract Exhibit (RES-2023-172 : Approve 5 Year Contract with Quadient Leasing / JMP for Postage Machine)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-173

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Ricoh Contract Service Order No. 1 to Include Managed Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Service Order No. 1 with Ricoh for Managed Services ($347.70/Month); and Authorize the Board of Supervisors Chair to Sign the Service Order.

Mariposa County's copy machine fleet includes 57 devices throughout the county. This managed services add-on enables machine supplies to be ordered automatically when they are low and triggers service orders when the machines require. The county is so remote that small challenges like running out of toner can lead to big challenges when supplies are not readily available. This contract will help to mitigate the downtime associated with supply depletion and / or routine machine maintenance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 22-195: Copy Machine Contract

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Deny Service Order No. 1, which could lead to significant downtime while awaiting supply orders and/or machine maintenance.

FINANCIAL IMPACT:
No financial impact. Budget includes funding to support the additional cost.

ATTACHMENTS:
County of Mariposa_Service_Order One_031423 (1) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13953

RICOH

SERVICE ORDER NO. 1

CUSTOMER INFORMATION					
Full Legal Name	County of Mariposa				
Address	5100 Bullion Drive				
City	Mariposa	**State**	CA	**Zip Code**	95338

This Service Order is made pursuant to the *(check one that applies)*:

☒ Master Service Agreement, dated March 22, 2022,
☐ **OR** Master Agreement, dated ____, 20__

(as applicable, the "**Agreement**") by and between Ricoh USA, Inc. ("**Ricoh**") and the customer listed above ("**Customer**"). The services set forth in this Service Order (the "**Services**") shall be effective as of *(check one that applies)*:

☐ the commencement of any of the Services, as determined by Ricoh, **OR**
☒ April 4, 2023,

and shall have a (48) month term ("**Initial Term**") for performance unless earlier terminated as expressly provided herein. Thereafter, this Service Order shall automatically renew for consecutive three (3) month periods, (each, a "**Renewal Term**") at the rates specified herein, unless terminated by either party upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable.

All terms and conditions of the Agreement are incorporated into this Service Order and made a part hereof. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders or Order Forms (as defined in the Agreement) made pursuant to the Agreement. This Service Order consists of this page, together with any selected Appendices as set forth below.

APPLICABLE SERVICE OFFERINGS

(CHECK ALL THAT APPLY BELOW)

☒ **Appendix 1**: Additional Services Terms (see attached)
- ☐ Equipment Maintenance
- ☒ Remote Fleet Management (Standard RMSSC): ☒ TRAC Solution® ☒ Intelligent Device Monitoring ☐ @Remote ☒ Equipment Asset Management ☒ Consumables Management (Ricoh and third party) ☒ IMAC-D ☒ Management Information Reporting
- ☐ On-Site Services: *Must also select and attach Scope of Work (a "**SOW**") as Appendix 3*

☒ **Appendix 2:** Covered Equipment (see attached)

☐ **Appendix 3**: Customer-Specific Service Offering
- ☐ On-Site Services SOW (see attached)
  - ☐ Copy/Print Services
  - ☐ Mail Services
  - ☐ Courier Services
  - ☐ Other: _____
- ☐ Professional Services SOW (see attached)
- ☐ Off-Site Services SOW (see attached)
- ☐ Subscription Services / Order Form(s) (see attached)
- ☐ Other: _____ (see attached)

SERVICE(S) FEES

Ricoh agrees to provide the Services for the base minimum service fee: $347.70 per month (the "**Minimum Service Fee**") and any additional fees as may be set forth in any applicable Appendices. Pricing will vary based on total device count.

CUSTOMER		**RICOH USA, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	Steven Bottini
Title:	_____	Title:	Marketplace Vice President, Ricoh USA Inc.
Date:		Date:	

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

APPENDIX 1 TO SERVICE ORDER
ADDITIONAL SERVICES TERMS

The terms and conditions for Equipment Maintenance, Fleet Management and On-Site Service(s) (each as defined below) are as set forth in this Appendix 1. Upon ninety (90) days' prior written notice, either party may terminate any of the Services specified in this Appendix 1 subject to the Customer's payment of any specified termination fees as well as full satisfaction of any and all other payment obligations of Customer through the date of such termination.

If Force Majeure Conditions (as defined in the Agreement) arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the fees under this Service Order by a reasonable amount related to the Force Majeure Conditions.

I. Equipment Maintenance. If the "Equipment Maintenance" box is checked on the cover page of the Service Order, then the following terms are applicable:

1. Maintenance Services. To the extent the Services include equipment repair and maintenance for any identified Covered Equipment ("**Equipment Maintenance**"), Ricoh shall repair or replace any part of the Covered Equipment that becomes unserviceable due to normal usage (other than consumable supplies) in accordance with the Service Order and the manufacturer's specifications. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Equipment Maintenance will be performed between the hours of 8:00am-5:00pm local time Monday through Friday, excluding New Years Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and the day after, and Christmas Day ("**Normal Business Hours**") at the Customer Locations.

2. Exclusions. Equipment Maintenance does not include, and Ricoh shall have no obligation to perform or provide any of the following:

(a) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment;
(b) repairs made necessary by service performed by persons other than Ricoh representatives;
(c) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours;
(d) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in the Agreement or the applicable Service Order;
(e) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Covered Equipment;
(f) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Service Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Service Order), unless expressly provided for in this Service Order;
(g) repairs, service calls and/or connectivity of attachments not purchased from Ricoh;
(h) any software, system support or related connectivity unless specified in writing by Ricoh;
(i) parts no longer available from the applicable manufacturer;
(j) electrical work external to the Covered Equipment, including problems resulting from overloaded or improper circuits;
(k) installation or de-installation and/or movement of the Covered Equipment from one location to another unless specified in writing by Ricoh;
(l) maintenance or repairs of any Covered Equipment that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Covered Equipment passes inspection by a Ricoh technician at the new location demonstrating that the Covered Equipment was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location;
(m) repairs of damage or increase in service time caused by Force Majeure Conditions (as defined in the Agreement);
(n) reconditioning and similar major overhauls of Covered Equipment;
(o) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Covered Equipment, whether through a digital storage device, hard drive or other electronic medium ("**Data Management Services**"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to a Service Order for such purpose; however the foregoing shall not be deemed to limit Ricoh's general obligations with respect to Customer's Confidential Information, as defined in the Agreement; or
(p) engineering changes which provide additional capabilities to the Covered Equipment.

3. Use of Recommended Supplies. If Customer uses supplies other than those recommended by the manufacturer (including paper, developer, toner, fuser oil, etc.) and such supplies are defective, incompatible with the Covered Equipment, do not conform to the manufacturer's specifications, or cause abnormally frequent issues with the Covered Equipment, Ricoh reserves the right to assess a reasonable surcharge in addition to the charges set forth in the Service Order in order to compensate Ricoh for the increased time and effort of resolving such issues.

4. Meter Readings; AMR.

(a) Customer is required to provide Ricoh actual and accurate meter readings. Ricoh may also, at its sole discretion and dependent upon Covered Equipment capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("**AMR**"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Covered Equipment failure and may enable firmware upgrades. The meter count and other information collected by AMR ("**Data**") is sent via the internet to remote servers, some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), and may use or allow its authorized third parties to use such Data to service the Covered Equipment. Ricoh may also use the Data for its business purposes including product development and marketing research. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(b) If Customer fails to provide actual and accurate meter readings to Ricoh, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay fees based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer's provision of actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading or if Customer utilizes Personnel and does not utilize AMR, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars ($25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Minimum Service Fee. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate then in effect. Customer shall notify Ricoh within forty-eight (48) hours of any Covered Equipment moves, installation/deinstallation, and/or removal of managed and monitored Covered Equipment that impact AMR.

5. **Customer Obligations**. Customer shall provide a proper place for the use of the Covered Equipment, including but not limited to, electric service, as specified by the manufacturer. Customer shall provide adequate facilities (at no charge) for use by Ricoh representatives in connection with their performance of Equipment Maintenance. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform Equipment Maintenance, including but not limited to "360 degree" service access to the Covered Equipment. Customer shall provide a key operator for the Covered Equipment and will make operators available for instruction in use and care of the Covered Equipment. Unless otherwise agreed upon by Ricoh in writing, all supplies for use with the Covered Equipment will be provided by Customer and will be available on-site for servicing. If Ricoh agrees to provide supplies at Customer's site for use with the Covered Equipment, then Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Covered Equipment must be covered under a separate inclusive non-Ricoh service program; (ii) any Covered Equipment under one Ricoh Service Level may not utilize any supplies provided to other Covered Equipment with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Covered Equipment and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("**TCRU Program**"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

6. **Additional Equipment**. Equipment Maintenance for additional equipment that Customer may add from time-to-time to the Service Order ("**Additional Equipment**") shall be provided at the same per-unit rate or fee in effect for similar Covered Equipment at the time of purchase, or if no similar Covered Equipment exists, at Ricoh's then-current rate or fee, and Ricoh shall adjust the charges for Equipment Maintenance. Ricoh shall maintain a master list of all Covered Equipment under the Service Order, including the Customer location and associated charges for each item of Covered Equipment which the parties agree shall be the sole and definitive record concerning the same ("**Covered Equipment List**"). Upon request, Ricoh shall provide Customer with a copy of the Covered Equipment List, and shall correct any errors or omissions in the Covered Equipment List that Customer brings to Ricoh's attention.

7. **Service Levels**. If Ricoh is engaged to provide Equipment Maintenance, Ricoh agrees to meet the following Service Levels:

(a) Quarterly Average Response Time: Ricoh service technicians will meet a quarterly average response time of four (4) business hours for all Customer service calls at Customer Locations located within thirty (30) miles of a Ricoh service center and eight (8) business hours for all Customer service calls at Customer Locations located thirty-one (31) miles or greater from a Ricoh service center.

(b) Uptime: Leased Equipment and Non-leased Equipment (as such terms are defined in Appendix 2) will operate in accordance with the applicable manufacturer's specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight (8) business hour day and exclude normal preventive maintenance time and downtime attributable to Customer's negligence.

(c) If Customer believes that the above Service Levels are not being achieved, Customer may request that Ricoh engage in a resolution or remedy process. A mutually agreed upon resolution or remedy may be documented by the parties in a corrective action plan tied to an agreed upon timeline to bring the Services within targeted standards within a thirty (30) day timeframe. The corrective action plan may include resolutions or remedies such as service delivery correction actions, the addition of incremental capacity, and/or modification to processes due to changes in facilities logistics and environment.

II. **Fleet Management**. If the "Fleet Management" box is checked on the cover page of the Service Order, then the following terms are applicable:

1. **Fleet Management Services**. To the extent the Services include Fleet Management under the Service Order for any identified Covered Equipment and/or Monitored Equipment, Ricoh shall provide to Customer the following selected Fleet Management Services that are designed to enable Customer to better manage its fleet of Covered Equipment. The particular Fleet Management Services are denoted on the Service Order and the applicable terms of the selected Services are as follows:

(a) **TRAC Solution®**. The TRAC (Trend, Reporting, Analysis and Communication) Solution is a web-based application and repository hosted by a third party application service provider ("**ASP**") that is designed to enable centralized monitoring, tracking and management of the Covered Equipment and Services provided under the Service Order. If Customer has elected to receive the TRAC Solution as indicated on the Service Order, then during the Initial or Renewal Term and provided Customer is not in breach, Customer shall be entitled to receive

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

access to the basic TRAC services and, at its election, may elect to subscribe for enhanced services at additional costs. To access and use the TRAC Solution, Customer shall be entitled to receive a confidential password, for which Customer shall assume responsibility to secure. Customer acknowledges that the information or data contained in any report or other document generated through the TRAC Solution that utilizes or incorporates Customer provided information is dependent upon the accuracy and completeness of such information. Ricoh shall not be responsible for any such inaccuracies, error or omissions resulting therefrom. Customer further acknowledges that the TRAC Solution is a proprietary third party product, and that use and access shall be limited to Customer's internal business purposes only. Ricoh acknowledges that Customer shall be entitled to retain any proprietary rights it may have in the information provided to the TRAC Solution and the content of any reports generated therefrom, provided, however, that Ricoh may access the data contained in TRAC Solution and/or the reports generated from the TRAC Solution so that Ricoh can provide Services under the Service Order. If Customer terminates the Service Order as a whole, or if Customer's obligation to pay fees or charges for Fleet Management Services is terminated for any reason, Customer's access to the TRAC Solution shall also be terminated as of the same date. Customer intends to be bound by and shall comply with the TRAC Solution subscription agreement, as updated from time to time and located at http://downloads.iofficecorp.com/servlet/servlet.FileDownload?file=015A0000002JLPI the terms of which are incorporated herein by reference.

(b) **Intelligent Device Monitoring**. Intelligent Device Monitoring is Ricoh's technology-enabled process for the management of remote, networked print devices, including: device administration and reporting; supply and service management; meter collection; and, control utilization.

(c) **@Remote Enterprise Pro**. @Remote Enterprise Pro is a locally-installed server-based software for monitoring and managing networked Ricoh manufactured Covered Equipment. @Remote Enterprise Pro may allow Ricoh to remotely collect meter reads, install print drivers, and receive real-time Ricoh manufactured Covered Equipment status including paper, toner, configuration and early warnings such as "Low Toner" or "Almost out of Paper" and to automatically direct those alerts to personnel, depending on what options are selected by Ricoh and Customer. Customer must comply with the @Remote Enterprise Pro license agreement that ships with the product.

(d) **Equipment Asset Management**. Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by the Service Order and will update the applicable Appendix to the Service Order to reflect any additional equipment located during such inventory. Any equipment located during such inventory will be Covered Equipment under the Service Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, Ricoh will continue to maintain and update the applicable asset management database to include the asset tag and agreed upon equipment information (including model, serial number and equipment location) for all Covered Equipment.

(e) **Consumables Management**. Ricoh will monitor the inventory of supplies for the Covered Equipment and will order such supplies, for delivery on a "just in time basis" at all Customer locations. To the extent that the Services include Ricoh providing toner cartridges/toner bottles for third party desktop devices under this Service Order, the provision of such toner is based on Ricoh providing remanufactured third party toner (e.g., HP, Dell, Epson, etc.). In the event such remanufactured third party toner becomes unavailable or increases in cost, then, upon notice to Customer, Ricoh may increase the associated toner cost for third party desktop devices.

(f) **Install, Move, Add, Change and Dispose ("IMAC-D")**. Ricoh will record Covered Equipment IMAC-D data for any such actions with respect to the Covered Equipment taken by Ricoh as part of the Services. For any IMAC-D actions with respect to the Covered Equipment taken by Customer or any third-party vendor, Customer will provide such data to Ricoh as is reasonably requested by Ricoh, and Ricoh will record such data to the extent such data is provided to Ricoh by Customer or such third-party vendor, as applicable. Ricoh will provide access to such IMAC-D data to Customer in periodic reports and upon Customer's request.

(g) **Management Information Reporting**. On a regularly scheduled basis, as mutually determined by Ricoh and Customer, Ricoh will provide reports to Customer. Ricoh and Customer will mutually determine what information is to be included in the reports, the format of the reports, and who will require access to such reports.

2. **Equipment Move(s) and/or Relocation(s)**. Customer may request Covered Equipment or Monitored Equipment be moved or relocated and Ricoh shall provide a quote for such move(s) and/or relocation(s) based on its then current rates.

3. **Customer Responsibilities and Assurances**. Customer shall take all actions reasonably requested or required by Ricoh in order for Ricoh to perform its obligations hereunder, including preparing sufficient delivery and loading space, allowing Ricoh's Personnel to access Customer's site, etc. Customer represents and warrants that it has secured and will maintain all third party permissions and authorizations that are necessary in order to allow Ricoh to perform its obligations under the Agreement and the Service Order.

III. **On-Site Services**. If the "On-Site Services" box is checked on the cover page of the Service Order, then the following terms are applicable in addition to the applicable SOW(s) for such Services attached to the Service Order:

1. **On-Site Services**. The On-Site Services selected by Customer are identified on the cover page of the Service Order and may be more particularly set forth in a scope of work that also identifies the Customer location ("**Customer Location**") where Ricoh will perform such services (the "**On-Site Services**").

2. **Fees**. In addition to any Minimum Service Fee specified in the Service Order, the following are additional charges applicable to On-Site Services:

(a) Third Party Vendor Fees. To the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and the terms and conditions in the Agreement shall govern such registration and service.

(b) Other Variable Fees.

(i) Overtime: When Customer workload requires the On-Site Service(s) to be provided by any Personnel in excess of an eight (8) hour workday, during or beyond Normal Business Hours, Ricoh will provide overtime On-Site Services and will invoice Customer for such overtime. Overtime will be charged at Ricoh's then-current overtime rates, with a four (4) hour per Personnel minimum overtime shift when the overtime is not directly adjacent to Normal Business Hours.

(ii) Equipment Moves: Customer shall pay Ricoh to move Covered Equipment and Monitored Equipment at Ricoh's then-current rates.

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

(iii) Freight, Delivery, and Mailing Costs: Customer shall pay all postage/mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time, courier and/or carrier fees directly as deemed necessary to provide the On-Site Services. Ricoh shall not bear or be responsible for any costs related to Customer's freight, delivery and/or mail costs and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

3. Termination Fee. Unless an "On-Site Services Termination Fee" or "Termination Fee" is expressly set forth in the Agreement as it pertains to fees for termination of this Service Order, in which event the Agreement shall control, this Section applies. If Customer terminates any On-Site Services or if Ricoh terminates any On-Site Services for Customer's uncured default, then Customer shall (in addition to all other charges or amounts due and owing under this Service Order and any other claims that Ricoh may have related to the termination): (i) reimburse Ricoh for all costs and expenses that Ricoh has incurred or remains obligated to incur related to performing the terminated On-Site Services (including, for example, implementation and deployment expenses, expenses to rent vehicles or other equipment, real estate expenses, and compensation of independent contractors and specialized personnel); and (ii) pay to Ricoh a termination fee equal to: (a) four (4) times the then current Minimum Service Fee if termination occurs in the first twelve (12) months of the Initial Term or any Renewal Term of the Service Order; (b) three (3) times the then current Minimum Service Fee if termination occurs in months thirteen (13) through twenty-four (24) of the Initial Term or any Renewal Term of the Service Order; or (c) two (2) times the then current Minimum Service Fee if termination occurs any time after the twenty-fourth (24^{th}) month of the Initial Term or any Renewal Term and prior to the expiration of such Initial Term or Renewal Term of the Service Order, and if applicable, any other fees and charges specified in the Service Order (collectively, "**On-Site Services Termination Fee**"). For clarity, if Customer terminates On-Site Services due to an uncured default by Ricoh under this Service Order, then Customer shall not be obligated to pay the On-Site Services Termination Fee related to this Service Order. Customer acknowledges and agrees that: (a) the On-Site Services Termination Fee is reasonable given: (i) the injury to Ricoh caused by the termination of the On-Site Services, (ii) the difficulties in proving the type and amount of damages caused by such termination, and (iii) the inconvenience and impracticality of obtaining an adequate remedy; and (b) Customer's payment of the On-Site Services Termination Fee is intended to provide Ricoh with a reasonable remedy for such termination and not to operate as a penalty.

4. Normal Business Hours. Ricoh will provide the On-Site Services during normal business hours which, unless otherwise specified herein, will be 9:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and the day after, and Christmas Day ("**Normal Business Hours**"). If Customer recognizes fewer holidays, Customer will be charged at the current overtime rates for operation of any Customer Location on the nationally recognized holidays not recognized by Customer.

5. Space, Utilities and Office Supplies.

(a) Customer will provide adequate space for operation of the On-Site Services at the Customer Location (as specified in the Service Order) where they are to be performed and will provide for the preparation of the designated space in each Customer Location for the Services, including any electrical work required for installation or operation of all Covered Equipment. Customer will provide adequate electrical service, telephone service, internet service (with access being provided via wire and/or wirelessly, as mutually agreed by Customer and Ricoh), custodial service, air ventilation, heating and cooling systems at the Customer Location and for any Covered Equipment and will provide the access needed for equipment maintenance, repair, installation and removal.

(b) Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree is necessary for operation of the On-Site Services, as applicable.

(c) Customer agrees to provide a proper place for the use of the Covered Equipment, including electric service as specified by the manufacturer. Customer will maintain the Customer Locations free from any unsafe conditions and will make available to Ricoh Personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors.

(d) Customer shall provide adequate security for equipment, supplies, and other items of value utilized by Ricoh in the performance of the On-Site Services. Customer shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees.

(e) Customer shall provide reasonable and adequate on-site (or site-adjacent) parking for the Ricoh Personnel performing On-Site Services at the Customer Location.

(f) Ricoh's inability to fulfill its obligations under the Agreement because of any failure of Customer to meet its obligations under this section shall not constitute a breach of the Agreement or other default by Ricoh.

6. Personnel.

(a) Generally. Ricoh Personnel shall at all times be the employees of Ricoh or the subcontractor, as applicable. Ricoh shall be solely responsible for the supervision, daily direction and control of its personnel and for the management of its subcontractors. Ricoh will provide the Personnel to perform the Services specified in the Service Order; however, Ricoh may at any time, in its sole discretion, provide more or less Personnel to meet any required service levels. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any Personnel furnished pursuant to the Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to perform the On-Site Services or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors, whether under the HITECH Act or otherwise. Should Customer determine that any Personnel are not performing in accordance with the requirements of the Service Order, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh's receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding the foregoing, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

(b) Additional Staffing. Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four (4) hour minimum required for this service. Rates for such additional

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

staffing will be mutually agreed upon by the parties in advance of the services being provided. Longer-term full-time and part-time staffing may be added via an amendment to the Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to the Service Order and will be based upon current labor market conditions at the time. Full-time staffing is considered forty (40) hours per week per Personnel for an assignment in excess of a month; part-time staffing is considered twenty (20) hours per week per Personnel for assignments in excess of a month.

7. Customer Responsibilities and Assurances. Customer shall take all actions reasonably requested or required by Ricoh in order for Ricoh to perform its obligations under the Service Order, including preparing sufficient delivery and loading space, allowing Personnel to access Customer Locations, etc. Customer represents and warrants that it has secured and will maintain all third party permissions and authorizations that are necessary in order to allow Ricoh to perform its obligations under the Service Order.

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

APPENDIX 2 TO SERVICE ORDER
COVERED EQUIPMENT

Leased Equipment: Leased Equipment is equipment that is leased pursuant to a separate Master Lease Agreement ("**MLA**") for which Ricoh provides Services and is listed below. All Leased Equipment shall remain the property of Ricoh or the applicable third-party lessor or assignee, as applicable, and Customer shall have no right, title or interest in or to the Leased Equipment, except as otherwise may be provided under any MLA or other lease agreement.

Equipment listed below will be managed by the RMSSC under Standard RMSSC monitoring level.

Make	Mfg Serial Number	Equipment Id	Model	Department	Address	City	State	Postal Code
Ricoh	3922P850248	14869310	IMC300F	Human Resources	4988 11TH ST STE B	MARIPOSA	CA	95338-2441
Ricoh	3122R710252	14868361	IMC4500	HHSA Public Health	5300 STATE HIGHWAY 49 N	MARIPOSA	CA	95338-9503
Ricoh	3102R670422	14868875	IMC3000	HHSA Senior Center	5246 SPRIGGS LN	MARIPOSA	CA	95338-8531
Ricoh	3942P350021	14868026	IMC400SRF	Parks and Recreation	4998 COUNTY PARK RD	MARIPOSA	CA	95338-2413
Ricoh	3922P354171	14868548	IMC300F	Veterans Services	5158 STATE HIGHWAY 140	MARIPOSA	CA	95338-2431
Ricoh	3092R101192	14862113	IMC2500	District Attorney	5085 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	3092R101269	14862114	IMC2500	District Attorney Victim Witness	5085 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	3922P353960	14868153	IMC300F	Probation Substation	5284 STATE HIGHWAY 49 N	MARIPOSA	CA	95338-9501
Ricoh	4412R630768	14868719	IM2500A	Sheriff Boating Unit	9729 MERCED FALLS RD	LA GRANGE	CA	95329-8632
Ricoh	4442R601338	14869421	IM4000	HHSA Social Services	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	4432R630157	14868555	IM3500A	HHSA Plaza 3	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	3142R610061	14868888	IMC6000	HHSA Administration	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	3112R670070	14869246	IMC3500	HHSA Reception	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	4432R630194	14868603	IM3500A	HHSA Plaza 1	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	4432R630162	14868163	IM3500A	HHSA Shipping Receiving	5362 LEMEE LN	MARIPOSA	CA	95338-9556

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Ricoh	4412R630927	14870093	IM2500A	HHSA Plaza 4	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	4452R600016	14869206	IM5000	HHSA Fiscal	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	3142R510570	14868735	IMC6000	HHSA Executive	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	4432R630209	14868951	IM3500A	HHSA FSC	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	4022C400534	14770845	IM7000	HHSA Eligibility Plaza 2	5362 LEMEE LN	MARIPOSA	CA	95338-9556
Ricoh	3922P353986	14868437	IMC300F	Child Support Services	5101 JONES ST	MARIPOSA	CA	95338-2420
Ricoh	3092R101177	14862101	IMC2500	UCCE and Ag Commissioner	5009 FAIRGROUNDS RD	MARIPOSA	CA	95338-9435
Ricoh	4412R630820	14869414	IM2500A	Sheriff Dispatch (Back Office)	4963 10TH ST	MARIPOSA	CA	95338-2440
Ricoh	3922P353875	14868552	IMC300F	Sheriff Dispatch Civil	4963 10TH ST	MARIPOSA	CA	95338-2440
Ricoh	4432R630112	14868235	IM3500A	Probation Main	5091 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	5302X450869	14758850	P800	Probation (Pete's Office)	5091 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	3922P354217	14868442	IMC300F	Probation Executive Assistant	5091 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	5302X148452	14862474	P800	Probation CLETS	5091 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	4412R630882	14869074	IM2500A	Public Works Facilities	4639 BEN HUR RD	MARIPOSA	CA	95338-9474
Ricoh	4412R630886	14868979	IM2500A	Public Works Fleet	4639 BEN HUR RD	MARIPOSA	CA	95338-9474
Ricoh	3142R510671	14868887	IMC6000	Public Works Administration	4639 BEN HUR RD	MARIPOSA	CA	95338-9474
Ricoh	3922P353847	14868551	IMC300F	Public Works Administration	4639 BEN HUR RD	MARIPOSA	CA	95338-9474
Ricoh	3102R670417	14869210	IMC3000	Public Works Engineering	4639 BEN HUR RD	MARIPOSA	CA	95338-9474
Ricoh	4412R630903	14869369	IM2500A	HHSA North County	5026 BROADWAY RD	COULTERVILLE	CA	95311-9601
Ricoh	4412R630765	14867620	IM2500A	Sheriff North County	10549 FISKE RD	COULTERVILLE	CA	95311-9584
Ricoh	3122R710264	14868587	IMC4500	Board of Supervisors	5100 BULLION ST	MARIPOSA	CA	95338-2411
Ricoh	G522YA00082	14759152	MPW6700SP	Building Department	5100 BULLION ST	MARIPOSA	CA	95338-2411

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

Ricoh	5302X450872	14758851	P800	County Counsel	5100 BULLION ST	MARIPOSA	CA	95338-2411
Ricoh	3922P850278	14869306	IMC300F	County Counsel	5100 BULLION ST	MARIPOSA	CA	95338-2411
Ricoh	3122RA90015	14755163	IMC4500LT	Environmental Health	5100 BULLION ST	MARIPOSA	CA	95338-2411
Ricoh	4412R630857	14867840	IM2500A	Building Department	5100 BULLION ST	MARIPOSA	CA	95338-2411
Ricoh	5302X450870	14758849	P800		5100 BULLION ST	MARIPOSA	CA	95338-2411
Ricoh	3142R610041	14868014	IMC6000	Planning	5100 BULLION ST	MARIPOSA	CA	95338-2411
Ricoh	4452R600071	14869252	IM5000	Auditor	4982 10TH ST	MARIPOSA	CA	95338-2440
Ricoh	4432R630235	14868023	IM3500A	Assessor Recorder	4982 10TH ST	MARIPOSA	CA	95338-2440
Ricoh	4412R630853	14868876	IM2500A	Treasurer Tax Collector	4982 10TH ST	MARIPOSA	CA	95338-2440
Ricoh	3122RA90021	14755041	IMC4500LT	Fire (South)	4802 STATE HIGHWAY 140	MARIPOSA	CA	95338-9700
Ricoh	3922P353831	14868441	IMC300F	Fire (South)	4802 STATE HIGHWAY 140	MARIPOSA	CA	95338-9700
Ricoh	3942P350020	14868024	IMC400SRF	Sheriff Jail Administration	5379 STATE HIGHWAY 49 N	MARIPOSA	CA	95338-9503
Ricoh	5301XB44109	14862473	P800	Sheriff Jail Booking	5379 STATE HIGHWAY 49 N	MARIPOSA	CA	95338-9503
Ricoh	3922P354005	14868440	IMC300F	Grand Jury	5320 STATE HIGHWAY 49 N	MARIPOSA	CA	95338-9588
Ricoh	3942P150338	14868438	IMC400SRF	Sheriff Detective Investigation	5082 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	3092R101314	14862525	IMC2500	Sheriff Office of Emergency Services	5082 BULLION ST	MARIPOSA	CA	95338-2416
Ricoh	4412R630910	14868646	IM2500A	Public Works Landfill	5593 STATE HIGHWAY 49 N	MARIPOSA	CA	95338-9522
Ricoh	3922P850559	14869746	IMC300F	Sheriff Animal Control	5012 FAIRGROUNDS RD	MARIPOSA	CA	95338-9435
Ricoh	4412R630778	14869240	IM2500A	Sheriff Administration Deputies	5099 OLD HWY N	MARIPOSA	CA	95338
Ricoh	3092R101268	14862536	IMC2500	Sheriff Administration	5099 OLD HWY N	MARIPOSA	CA	95338

Attachment: County of Mariposa_Service_Order One_031423 (1) (RES-2023-173 : Approve Ricoh Contract Service Order No. 1 to Include

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-174

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire Survivors

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RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2023-103, Which Amended the Term and Compensation of an Agreement with BOP; Approve a First Amendment to an Agreement with BOP Which Only Amends the Compensation; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,092,591).

Debris removal costs have been significantly higher than anticipated. An amendment to the compensation and term of the original agreement was previously approved by the Board to cover the additional costs and allow for the possible extension of the timeline given the severity of the winter storms that had occurred. With the work now completed, BOP has indicated it would prefer not to extend the term in the agreement amendment. Accordingly, this item removes the previously proposed change in term. All other elements of this item are identical to what was approved in February.

If approved, the new not-to-exceed compensation for this agreement will be $11,750,000. Mariposa County is responsible for one percent (1%) of these costs, with remaining funds being provided by the California Disaster Assistance Act and the Governor's Office of Emergency Services (CalOES). The attached budget action recognizes the Mariposa County portion of the Oak Fire recovery costs being transferred from the general fund and the contingency being reduced to balance the fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved Resolution 2023-103 on February 21, 2023, which amended the agreement with BOP, a Joint Venture for Debris Removal for Oak Fire Survivors, by $5,092,591, extended the term to June 30, 2023, and approved a budget action to make the payment possible.

On October 4, 2022, the Board approved Resolution 22-579, an agreement with BOP, a Joint Venture for Debris Removal for Oak Fire Survivors, in the not-to-exceed amount of $7,996,860.

REF ID# 13966

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Debris removal costs have already been incurred, and 99% of costs are covered by California Office of Emergency Services, so there is a very small cost to the general fund for providing these services to Oak Fire victims.

ATTACHMENTS:
2023.04.04 BOP A Joint Venture Contract Amendment (DOCX)
Resolution_2022-579 (PDF)
BOP BA signed by Dept Head (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Attachment: 2023.04.04 BOP A Joint Venture Contract Amendment (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture

FIRST AMENDMENT TO AGREEMENT FOR OAK FIRE DEBRIS REMOVAL

THIS FIRST AMENDMENT TO AGREEMENT FOR OAK FIRE DEBRIS REMOVAL, is made and entered into this 4th day of April, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and BOP, A Joint Venture, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 4th, 2022 wherein **Contractor** agreed to provide Oak Fire Debris Removal services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor** for work that has been completed;

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

"COMPENSATION," is hereby amended to provide that an additional $3,753,140 will be added to the original amount of $ 7,996,860 making the total compensation paid to **Contractor** the not to exceed amount of $11,750,000.

Except as herein amended, the Agreement dated October 4th, 2022, shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetry, Chair Board of Supervisors	Nathan Bamford, JV Manager BOP, A Joint Venture
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 2023.04.04 BOP A Joint Venture Contract Amendment (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-579

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with BOP, A Joint Venture for Oak Fire Structural Debris and Hazard Tree Removal Operations in an Amount Not To Exceed $7,996,860 Pending Receipt of Required Insurance Bonding Documents; Approve Associated Budget Action; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Pertaining to This Agreement (Subject to Approval as to Legal Form by County Counsel).

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

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

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

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

127 homes and 66 outbuildings were destroyed. This resolution is submitted to approve an agreement with the successful bidder for structural debris and hazard tree removal.

The CDAA will fund between 82.5% and 100% of the expenses associated with these services. A determination has not been made on a waiver of the 17.5% of expenses for which the County is responsible under CDAA guidelines. A portion of County costs will be represented by salaries and benefits associated with managing Oak Fire response and recovery. For these reasons, the budget action associated with this board item establishes the fund from which expenses can be paid and revenue can be received, but it does not identify the source of the County match. With clarity on the above outstanding questions, Administration will return to the Board with an amended

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

budget associated with this project.

The request for a waiver of Mariposa County fees is attached for reference.

This item is being submitted prior to the receipt of required contract documents, to ensure that Mariposa County is doing everything possible to expedite recovery efforts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency, and ratifying a Proclamation of the existence of a local health emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Could result in delays and / or failure to provide essential structural debris and hazard tree removal from the Oak Fire burn scar.

ATTACHMENTS:
Oak Fire Contract (PDF)
Exhibit A, Scope of Work(PDF)
Exhibit A.1, Special Provisions (PDF)
Exhibit B - Budget Detail and Payment Provisions (PDF)
Exhibit B. 1 - BOP Cost Proposal (PDF)
Exhibit C - FEMA PA Provisions (PDF)
Attachment C - Refrences (PDF)
Exhibit D - Request For Proposals (PDF)
BA Oak Fire Debris Removal (PDF)
Request for Waiver Local Cost Share - signed (PDF)

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

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3545	102	45201	California Disaster Assistance Act Funds		(6,597,409)	
3545	102	60301	General Professional Services		6,597,409	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 10/5/22

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. 22-579 CLERK _____ DATE 10.5.22

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

AGREEMENT FOR OAK FIRE DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and BOP, a Joint Venture ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or March 31st, 2023, whichever is earlier.

2. SERVICES

Contractor shall perform disaster debris and hazard tree removal services on parcels affected by the 2022 Oak Fire as described in Exhibit A, "Scope of Work," Exhibit A.1, "Special Provisions," Exhibit C, "Required Clauses for FEMA Public Assistance Program Contracts," Attachment C, "Reference Documents," and Exhibit D, "Request for Proposals," which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $7,996,860 as set forth in Exhibit B, "Budget Detail and Payment Provisions," and Exhibit B.1, "BOP Cost Proposal," which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than

$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
JV Manager
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

COUNTY:
County Administrative Officer
County of Mariposa
5100 Bullion Street/P.O. Box 784
Mariposa, CA 95338

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12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

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

D. If County terminates this Agreement for default or material breach, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

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23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

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28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

31. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: Agreement (this document); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit A.1 – Special Provisions; Exhibit C – Required Clauses for FEMA Public Assistance Program Contracts; All Reference Documents

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

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COUNTY OF MARIPOSA

7F90B473CA3
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

7F90B473CB7
Nathan Bamford
ZorroSign

Nathan Bamford, JV Manager
BOP, A Joint Venture

COUNTERSIGNED:
(Government Code §25103)

7F90B473CAD
DanielleYBondshu
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7F90B473C99
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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EXHIBIT A

SCOPE OF WORK

1. BOP, A Joint Venture (hereinafter referred to as “Contractor”, “Disaster Debris and Hazard Tree Removal Contractor”, or “DDHTR Contractor”) shall provide Disaster Debris and Hazard Tree Removal Services to Mariposa County (hereinafter referred to as the “County”) as described herein.
2. The Operation Coordinators during the term of this Agreement will be:

Mariposa County Contract Manager

Name: J. Dallin Kimble
Phone: 209-966-3222
Email: dkimble@mariposacounty.org

Direct all Agreement inquiries to:

Mariposa County Contract Analyst

Contracts Unit
Attention: Luis Mercado, County Auditor
Address: 4982 10th Street
Mariposa, CA 95338
Phone: 209-966-7606
Email: lmercado@mariposacounty.org

3. BACKGROUND

The Oak Fire in Mariposa County destroyed a significant quantity of structures and damaged many trees, which now pose a hazard. The County of Mariposa will manage the coordinated removal of structural debris and hazard trees from the Oak Fire by implementing a county-led Consolidated Debris Removal Program. This agreement aims to provide structural debris removal and hazard tree removal services in Mariposa County.

The estimated number of residential properties destroyed in the Oak Fire is 127, and the estimated eligible hazard trees is around 4,500. The estimates above are only preliminary estimates; actual quantities are not guaranteed and may vary from the estimates substantially, either higher or lower, after the Contract is awarded.

Participation in the county clean-up program is generally voluntary for property owners whose properties are located within the delineated disaster area and who have qualifying debris. They are obliged to remove the structural debris and certain hazard trees on their properties but are not required to join the County program.

Property owners can choose to contract privately and separately for structural debris and hazard tree removal or remove their structural debris and hazard trees themselves, pursuant to Mariposa County protocol.

Mariposa County is responsible for soliciting, obtaining, and processing Right of Entry Permits (ROEs) from each property owner who wants to participate in either or both the County’s

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Structural Debris Removal and the Hazard Tree Removal functions. Mariposa County may also abate properties that do not comply with debris removal requirements. Abated properties may be cleaned through the County Program under this agreement. Public entities, such as municipal governments, school districts, and state agencies, may also enroll parcels in the clean-up Program.

The County of Mariposa does not control the ultimate number of property owners who enroll in the clean-up Program. As a result, none of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by Mariposa County. The scheduled duration of the work is also not guaranteed by Mariposa County. The quantity of Structural Debris and/or Hazard Trees removed as part of these Operations and applicable to this RFP may change, based on the discretion of Mariposa County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County Program, and other unanticipated factors. Potential bidders are advised to submit bid schedules accordingly, as no rate changes will be allowed for quantity variations.

The response to and recovery from these fires will be managed according to the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). All work under this agreement will be achieved in accordance with the Incident Command System (ICS). The County of Mariposa will stand up an Incident Management Team (IMT), which will oversee and direct all aspects of the work in support of the Contract Manager, as described more fully herein. The Contractor should be familiar with all relevant components of the ICS, including Incident Action Plans (IAPs), Incident Action Planning Process, and ICS organizational charts. An Incident Action Plan is a written plan that sets forth the incident objectives and reflects the tactics necessary to manage an incident during an operational period. The Contractor will be expected to actively participate in the ICS process, including at Tactics and Planning Meetings and through the development of IAPs.

The sample titles of the Incident Management Team Member positions are listed below. They are used throughout this Agreement for bid, evaluation, and identification purposes and may vary based on the specifics of this incident.
Using different titles, as Mariposa County dictates, shall not affect the required qualifications or rates of the various Contractor staff.

Single Incident Title	
Incident Commander	
Deputy Incident Commander	
Operations Section Chief	
Deputy Operations Section Chief	
Branch Director	
Division Supervisor	
Task Force Leader	
Task Force	
Environmental Group Supervisor	
Planning Section Chief	
Deputy Planning Section Chief	
Finance Section Chief	
Deputy Finance Section Chief	
Logistics Section Chief	

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Single Incident Title	
Deputy Logistics Section Chief	

DDHTR Contractor shall work in close proximity to numerous other parties, such as utility companies, local and State government agencies, other County contractors, and private party structural debris removal and/or hazard tree removal contractors. The DDHTR Contractor shall coordinate with these other parties, in conjunction with the IMT, to minimize impacts or delays, including but not limited to full or partial availability of operationally key roadways (public and private), availability of water and other necessary utilities, and direct access to County program properties and their debris and hazard trees.

5. ORDER OF OPERATIONS

The Disaster Debris and Hazard Tree Removal Services shall follow a sequenced, systematic approach to removing debris and hazard trees from each property, as described in more detail in Section 6 and the Special Provisions (Exhibit A.1), with the major responsibilities of the DDHTR Contractor, noted below. DDHTR Contractor shall work simultaneously with a separate contractor hired by Mariposa County to perform Disaster Debris Removal and Hazard Tree Removal Assessment and Monitoring Services, referred to below as “Mariposa County’s A&M Contractor” or “A&M Contractor.” The following describes the overall sequence of operations to provide structure and context for the DDHTR Contractor tasks and responsibilities described in Section 7.

4.1. Prior to Work

- Prepare Site-Specific Health and Safety Plans
- Prepare Hauling and Reuse/Disposal Plans and Hazard Tree Removal Work Plans to be approved by the IMT
- Review the Environmental Protection Plan, file appropriate environmental permits and timber harvest documents, and develop Environmental Work Plans
- Identify, prepare required documentation for, and secure applicable permits for temporary facilities and end-use facilities, to be approved by the County
- Train project personnel

4.2. Debris Removal

- Remove asbestos-containing material as directed by the A&M Contractor, including knocking down chimneys and fire-damaged walls
- Conduct Debris Removal Pre-Work Inspection (“360 Site Walk”) with the A&M Contractor on all properties prior to any work commencing
- Fell and remove “danger trees” that are preventing debris removal operations
- Remove pre-existing erosion control Best Management Practices (BMPs)
- Recycle burned vehicles adjudicated by law enforcement prior to crew arrival, transport vehicles offsite for adjudication by law enforcement (if applicable), or stage vehicles on plastic, outside the burn footprint, for future adjudication by law enforcement (if applicable), to be subsequently removed and recycled, as directed by the IMT
- Remove and recycle metals, dispose of ash and debris, recycle concrete, dispose of 3-6” of contaminated soil from debris footprints
- Finish grading/smoothing surface
- Remedy any nonconforming work identified by the A&M Contractor during the Debris Removal Interim Site Walk
- Rescrape additional soil from the property if necessary to meet clean-up goals

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- Implement erosion control
- Remedy any nonconforming work identified by the Operations Section Chief (OSC) or designee during the Debris Removal Final Site Walk, which may occur subsequent to hazard tree removal

4.3. Hazard Tree Removal

- Inspect hazard trees marked by the A&M Contractor and determine felling methods
- Conduct Hazard Tree Removal Pre-Work Inspection ("360 Site Walk") with the A&M Contractor on all properties prior to any work commencing
- Mark and photograph pre-existing downed timber and relocate on-site as necessary
- Fell, process, and remove hazard trees
- Apply erosion control
- Remedy any nonconforming work identified by the A&M Contractor during the Hazard Tree Removal Interim Site Walk (prior to crew mobilizing to next site)
- Remedy any nonconforming work identified by the OSC or designee during the Hazard Tree Removal Final Site Walk

5. DDHTR CONTRACTOR TASKS AND RESPONSIBILITIES

The IMT will manage the Operation in the field and operate under the ICS. Through Work Orders and Incident Action Plans, Mariposa County will direct the DDHTR Contractor when and where these services are necessary. No work shall occur without a written and executed Work Order or Incident Action Plan.

The IMT will generally provide specific work assignments to the DDHTR Contractor through Incident Action Plans (IAP). The IMT will identify incident objectives for the next operational period through the incident action planning process. DDHTR Contractor may provide input and recommendations on incident objectives prior to execution of the IAP. DDHTR Contractor is responsible for completing all work specified in the IAP within the timeframe identified in the IAP. The DDHTR Contractor shall complete all work assignments on parcels and/or segments of the public right of way identified in executed IAPs or executed Work Orders to the satisfaction of the County. At its sole and exclusive discretion, Mariposa County shall determine and establish the scope of work necessary to properly remediate each parcel, as monitored by the A&M Contractor and informed by confirmation soil sampling.

DDHTR Contractor shall complete the following tasks:

5.1. PRIOR TO BEGINNING WORK

5.1.1. Site-Specific Health and Safety Plan

DDHTR Contractor shall, at all times, operate equipment and perform labor safely and professionally to ensure the safety of its employees and the public. DDHTR Contractor shall pay particular attention to operations around local roads and take all necessary precautions. DDHTR Contractor shall note the number of power lines crossing the site, dead trees, chimneys, and all underground utilities.

The DDHTR Contractor shall prepare a site-specific health and safety plan (H&SP), prepared and signed by a Certified Industrial Hygienist (CIH) or other certified health and safety professional (CSP). This H&SP shall be prepared and implemented for the DDHTR Contractors and subcontractors' field staff in coordination with County Health and Safety

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professional(s). The H&SP shall address the hazards described in the Scope of Work and the Special Provisions. The CIH/CSP will also review and approve a personal protective air monitoring plan, ensure its proper implementation, and review and approve a final report summarizing the air personal protective monitoring data, assessment, and results for the protection of the DDHTR Contractor's debris removal crews. DDHTR Contractor shall designate eating areas and supply hand and eye washing stations and mobile sanitary facilities for each project site.

The Site-Specific Health and Safety Plan shall also consider and address the COVID-19 (COVID) pandemic and how the DDHTR Contractors' crews will protect themselves and the community from contracting and spreading the virus. This includes activities both during operational workdays and after hours. This plan shall also consider and address the local and State public health agencies' COVID-19 protocols at the time of operation. At a minimum, Contractor's Health and Safety Plan shall include:

Contractor shall monitor www.covid19.ca.gov daily for updates and resources related to COVID.
Contractor shall ensure all updated CDC and relevant County guidance are implemented as appropriate.
Contractor shall comply with all Cal/OSHA requirements specific to worker safety.
The DDHTR Contractor shall at all times be responsible for the protection of its employees, subcontractors, and members of the public impacted by the operation. A review of the DDHTR Contractor's H&SP by County staff shall in no way relieve the DDHTR Contractor of responsibility for compliance with all Federal, State, and local laws pertaining to health and safety.

The DDHTR Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be within the operational area whenever work is being performed unless otherwise authorized by the County. Given that ash may contain elevated levels of heavy metals and/or asbestos, the DDHTR Contractor shall set up an exclusion zone(s), including a "Hot" zone and "warm" zone, as much is feasible, around each debris removal site before removal and leave in place until the OSC signs off the site as clean. All personnel entering and leaving the exclusion zone shall be required to wear level "C" protective attire.

Those working outside but near the exclusion zone may be allowed to wear level "D" with N95 masks and coveralls depending on the work zone and hazard level, as described in the DDHTR Contractor's health and safety plan.

5.2. Prior to site entry, the DDHTR Contractor shall ensure that:

Adequate work planning, health and safety evaluation of the proposed work scope, safety planning (including an H&SP signed by an appropriate safety professional and reviewed by Mariposa County safety professionals), and operating procedures review has been completed.
All personnel have been properly trained and briefed on hazards and procedures for the site to be entered.
Equipment and materials are on-hand to complete the work safely and efficiently.
Proper site access authorization has been obtained.
Proposed operation employees have read and signed the H&SP.
The site has been wetted down between 24 hours and 48 hours prior to structural debris removal activities.

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All site personnel and superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with 29 C.F.R. section 1910.120 and 8 CCR section 5192. The site superintendents shall have appropriate experience to perform the tasks outlined above adequately.

The H&SP shall direct the preparation of personal air monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury in the operator's breathing zone.

5.3. Environmental Protection Plan

The County will prepare an Environmental Protection Plan (EPP), developed to ensure that the structural debris removal and hazard tree removal functions are compliant with applicable local, State, and Federal laws, International Treaties, regulations, Executive Orders, statutes, permits, and policies not waived per the Proclamation, as agreed upon by the Secretaries of the California Environmental Protection Agency (CalEPA) and California Natural Resources Agency (CNRA) including, but not limited to, the California Environmental Quality Act, AB-52 Tribal Consultation, California Forest Practice Rules, the Federal National Environmental Policy Act (NEPA), Endangered Species Act Section 7, and National Historic Preservation Act Section 106 requirements. The EPP presents Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs), respectively, for compliance with applicable state and federal environmental laws and regulations to expedite disaster recovery. An example EPP, addressing both structural debris removal and hazard tree removal functions, similar to the EPP anticipated for these operations, is included as part of this solicitation, Attachment C (for reference only). DDHTR Contractor shall implement the BMPs and AMMs described in the EPP throughout the Operation. The EPP will be included as an attachment to the RFP.

5.4. DDHTR Contractor Technical Specialists

5.4.1. Environmental Compliance Liaison

The DDHTR Contractor will assign an Environmental Compliance Liaison (ECL) who is responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs and AMMs are properly implemented across the Operation, including at all of the DDHTR Contractor's temporary facilities (including but not limited to: laydown yards, log processing and storage yards, materials processing, and transfer facilities, vehicle adjudication facilities, California Department of Transportation (DOT) inspection yards, and other temporary facilities as required for the Operation). The ECL shall also oversee the implementation of BMPs and AMMs for watercourse crossings and road improvement work. The ECL is responsible for preparing and overseeing the appropriate implementation of the respective State and Federal BMPs and AMMs as specified in the EPP and as specified in other permits obtained by the DDHTR Contractor from local agencies for temporary facilities. The ECL shall also coordinate and implement necessary compliance actions throughout the life of the permit, as directed by the regulatory agency. The ECL is also responsible for terminating permits with the permitting agency and notifying the IMT when each permit is terminated.

5.4.2. Stormwater Specialist

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The DDHTR contractor will also assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities. They will manage NPDES compliance and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

5.5. A&M Contractor Technical Specialists

The A&M Contractor will provide resource monitors, including Registered Professional Foresters, biologists, and archaeologists, to assist in the oversight and implementation of the EPP and Timber Harvest Plan Exemptions during the Operation(s) for the purpose of protecting the environmental and cultural resources present. Local tribal nations may provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth. The DDHTR Contractor must follow the guidance of the resource monitors, as directed by Mariposa County to protect natural and cultural resources.

5.6. Environmental Work Plans

The DDHTR Contractor shall prepare Environmental Work Plans (EWPs) for specific projects or components of projects detailing the planned means and methods and how those means and methods will comply with applicable BMPs and AMMs, as may be identified by the A&M Contractor or the IMT. Requirements for EWPs include, but are not limited to:

Site location, by APN and street address, and site access and areas of environmental sensitivity (e.g., water courses, topography, special status species, and potential cultural resources).
Narrative description of work to be performed, including types of equipment and specific methods to be employed, and estimated start date (if known).
Maps and sketches showing the work site and planned operations with sufficient detail to identify access to the enrolled parcel, the parcel's boundaries, and watercourse crossings necessary to reach work sites. GIS mapping products may also be required.
Description of how, when, and where BMPs and AMMs will be implemented.
Contingency plans in the event a planned BMP or AMM is not able to be successfully implemented, a new resource is identified, or other unforeseen circumstance arises.
DDHTR Contractor shall prepare and submit EWPs within seven (7) calendar days of notice by the A&M Contractor or IMT that such a plan is required. DDHTR Contractor may coordinate with the A&M Contractor but bears ultimate responsibility for preparing and implementing the plan. DDHTR will promptly respond to any feedback on the plan provided by the A&M Contractor or IMT and issue revised versions within the timeline prescribed by the IMT, which is not expected to exceed seven (7) calendar days.

5.7. Forest Practice Rules Requirements

5.7.1. Timber Harvest Documents

DDHTR Contractor, as the Licensed Timber Operator (LTO), shall be responsible for reviewing, signing, and implementing Timber Harvest Plan Exemptions, drafted by the A&M

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D.8.b

Contractor's RPF. Removing hazard trees from public ROWs and adjacent to private roads (if applicable) within these areas will require DDHTR Contractor to submit and sign a Timber Harvest Plan Exemption to CAL FIRE for each exemption area identified within the Forest Practice Rules.

5.7.2. DDHTR Contractor's Liaison to the Registered Professional Forester

Forest Practice Rules do not require the use of an RPF for the submittal or operations of the above identified Exemption Notices; however, there are specific Forest Practice Rule regulations (per 14 CCR sections 1038(b) and 1038.1, and 14 CCR section 1104.1) which prevent the use of the Exemption Notice in certain environmental situations. Since this Operation is being coordinated with other regulatory agencies, DDHTR Contractor shall provide an RPF who shall be responsible for preparing and submitting the Notices of Exemption. Disputes between DDHTR RPF and A&M Contractor's Lead RPF shall be resolved in favor of the A&M Contractor's Lead RPF.

The DDHTR Contractor's RPF shall oversee, monitor, and manage the hazard tree removal operations and related activities, and assure the Operation follows the Forest Practice Rules and the Public Agency, Public and Private Utility ROW Exemption documents. The DDHTR Contractor's RPF is expected to sign and file on behalf of the Department, the Public Agency, Public and Private Utility ROW Exemptions for public agency removal of timber per 14 CCR section 1104.1 relating to conversion exemptions of the Forest Practice Rules. Upon execution and submittal of valid Public Agency, Public, and Private Utility ROW Exemptions to the appropriate Cal Fire RPF, DDHTR Contractor RPF's or Environmental Compliance Liaison shall provide written notification to the appropriate California Regional Water Quality Control Board (RWQCB) and the IMT.

5.8. Hauling and Reuse/Disposal Plans

The DDHTR Contractor shall prepare and submit a Hauling and Reuse/Disposal Plan (HRDP) as specified in the Operational Milestones. The IMT must approve the plan prior to starting structural debris removal operations in the specified area. The HDRP must account for the expected crew mobilizations described in later milestones. The DDHTR Contractor shall consider and, if directed to do by the IMT, adjust its plan based on Traffic Management Plans or Assessments prepared by third parties such as the California Department of Transportation (Caltrans) or the A&M Contractor. This may include prohibiting or restricting hauling operations on certain roads or highways. The IMT, at its exclusive discretion, may direct the DDHTR Contractor to adjust hauling plans during the Operation if an unforeseen traffic or safety concern arises. No compensation shall be provided as a result of such changes. Each plan shall address the following:

Proposed primary and alternate end-use locations for all waste streams (except timber).

Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling).

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Haul routes from the disaster area to the temporary facilities and end-use locations are presented as map graphics and GIS datasets. Haul routes must be identified with sufficient detail to permit the A&M Contractor to perform pre-work assessments.

Listing of planned trucking resources to support the Hauling and Reuse/Disposal Plan.

Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes.

5.9. Hazard Tree Removal Work Plans

DDHTR Contractor shall submit a Hazard Tree Removal Work Plan (HTRWP) to the IMT describing its proposed approach for hazard tree removal operations in specific areas of the County as directed by the IMT. The IMT may direct that a single HTRWP be submitted for the entire Operation or that individual HTRWPs be submitted for specific geographic areas.

The HTRWP shall include the following:

Description of proposed means and methods, including types of equipment to be used

Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew

Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions

Listing of proposed end-use facilities

Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

5.10. Water Source

DDHTR Contractor shall obtain any necessary water use permits, comply with permit conditions, and monitor water usage from hydrants using a meter or other required and approved method of tracking water usage. DDHTR Contractor shall pay connection fees, water meter fees, and use fees charged by water purveyors.

5.11. Underground Utilities

DDHTR Contractor shall notify Underground Services Alert (USA) at least 48 hours prior to conducting any ground-disturbing activities, such as debris removal. DDHTR Contractor shall also check for underground utilities by using an independent private utility locator service for private ROWs, if necessary.

5.12. Secure Lodging

Bidders may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1. Further, Contractor shall maintain records of all costs incurred for operating any such temporary housing facility (such as invoices, purchase orders, and receipts), and provide these records to Mariposa County upon request. This documentation must sufficiently allow for the cost of operating a temporary housing

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facility to be segregated from other operational costs and shall include a summary spreadsheet clearly showing these costs.

5.13. Identify material disposal and recycling options

DDHTR Contractor shall identify all material disposal and recycling facilities used during debris and hazard tree removal, subject to approval by Mariposa County. Ash, debris, and contaminated soil shall be disposed of at Class III lined landfills approved by the Regional Water Quality Control Board and CalRecycle, in its regulatory capacity. Contractor shall be responsible for coordination with all landfills, including fulfillment of waste characterization requirements. Metals and concrete shall be taken to recycling facilities unless otherwise directed by the County.

5.14. Identify and establish temporary facilities

DDHTR Contractor shall identify and establish temporary facilities. A temporary facility is any facility established by the DDHTR Contractor (or any subcontractor of the DDHTR Contractor) during the course of this agreement for the purpose of supporting work conducted under this agreement. Temporary facilities include, but are not limited to, equipment staging areas, material staging areas, Central Vehicle Adjudication Facilities, material staging/processing sites, Temporary Debris Management Sites, Temporary Log Storage, and Processing Sites, and basecamps. Before use, all temporary facilities must go through the Cal OES Environmental and Historic Preservation (EHP) review processes and/or local environmental permit review. Where applicable, DDHTR Contractor shall consult with Cal OES EHP to determine if the proposed action is considered a temporary facility subject to the requirements below or should be addressed through an Environmental Work Plan. When requesting a new temporary facility, the DDHTR Contractor shall provide:

Site-Specific Plan, which includes:

- Address/Location
- Aerial map with topographical features that illustrates property boundaries and land uses
- A description of the site
- A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
- A description of necessary Best Management Practices to be deployed.
- Coverage under the appropriate National Pollutant Discharge Elimination System Permit - Industrial General Permit or Construction General Permit (as appropriate) from the Regional Water Board, and develop a Storm Water Pollution Prevention Plan (SWPPP)
- Caltrans Encroachment Permit if ingress/egress will be made from a State Highway
- County or Municipal Encroachment Permit if ingress/egress will be made from a county or municipal roadway
- County permits secured (Zoning, Conditional Use, Administrative Use, Grading, etc.) and confirmed with County
- Other County requirements, as applicable by ordinance (air quality control plan, dust control plan, etc.)

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D.8.b

- If applicable, due to work in a wetland, or watercourse, any Section 404 and 401 of the Clean Water Act permit, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement (if not suspended), as well as provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains N/A
- Documentation that the site is not on the Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) “Cortese list.”
- Additionally, the DDHTR Contractor shall assist the A&M Contractor in performing and documenting in the IMT-designated database the following:
- Site assessment by a qualified biologist for Federal Endangered Species Act and California Endangered Species Act
- Provide CNDDB and ECOS Critical Habitat review
- Provide documentation of a field visit with photographs and notes
- Proof of any consultation with the CA Department of Fish and Wildlife
- Proof of any applicable permits (for example, Regional General Permits for Clean Water Act Sections 401 and 404, California Department of Fish and Wildfire Lake and Streambed Alteration Agreements)
- Documentation of an archaeological site assessment by a Qualified Secretary of Interior Archaeologist. If necessary, applicable tribal nations shall also review the proposed temporary facilities.
- Additional requirements for Temporary Facilities are provided in Exhibit A.1 Special Provisions. DDHTR Contractor is responsible for implementing requirements for Temporary Facilities as listed in both this Exhibit and the Special Provisions.

5.15. Establish Central Vehicle Adjudication Facilities (CVAFs)

While Mariposa County does not anticipate the need for a CVAF, if requested by the IMT, the DDHTR Contractor shall provide the County with one or more locations where the state or local government can safely verify VINs for each vehicle as described in the Special Provisions (Section 4.10). These facilities shall be referred to as “Central Vehicle Adjudication Facilities.” Vehicles removed from the public right of way, or as otherwise directed by law enforcement, shall be stored separately from private property vehicles, shall be retained on-site for a period of time (as established by the IMT, but generally, fifteen days), and may be recovered by the property owner from the CVAF if permitted by law enforcement. If necessary, the DDHTR Contractor shall assist property owners in recovering vehicles, such as by loading them onto trailers.

Each CVAF needs to be sized to accommodate vehicle storage to support the following:

1. Vehicle delivery rate,
2. Vehicle abatement rate,
3. Vehicle removal rate for recycling.

For this solicitation, it is assumed that the DDHTR Contractor shall provide a vehicle capacity of up to 200 vehicles to be temporarily stored on-site.

5.16. Inspect Trucks

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DDHTR Contractor shall have all operational trucks (including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project) inspected by A&M Contractor's DOT truck inspectors prior to use on the Operation. After each 30-day period, 10% of the commercial trucks (as selected by Mariposa County or it's A&M Contractor) will be re-inspected per DOT Level 1 requirements.

DDHTR Contractor shall provide a safe location for all DDHTR Contractor's trucks and road equipment to be DOT inspected by A&M Contractor's DOT Inspectors. DDHTR Contractor shall also provide basic facilities, such as portable restrooms, for the DOT Inspector's use.

5.17. Mobilization

DDHTR Contractor shall mobilize each Debris Removal Crew or Hazard Tree Removal Crew to the project site, including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalos, haul trucks, overhead/management personnel, and support crews for the duration of the project, as outlined in Section 11 "Operational Milestones, Mobilization Requirements, and Metrics," or as otherwise directed by the IMT.

5.18. Training

Health and Safety
The DDHTR Contractor's health and safety officer and supporting team shall provide health and safety training for all incoming debris removal and hazard tree removal crews prior to their being deployed into the field. The training will be reviewed prior to its presentation to the crews by the IMT's Health and Safety (H&S) Officer. The IMT's H&S Officer shall be present for these kickoff safety trainings.

Debris Removal Crews
Prior to commencing debris removal, each debris removal crew will be trained by the DDHTR on the order and required methods of debris removal described in this Scope of Work and the Special Provisions. The training shall be pre-approved by the OSC or designee. The OSC may elect to personally deliver or participate in the training or identify a designee. Of key importance is when and how the initial soil scrape is conducted. Crews that do not follow the order and methods described in the training, without cause, will be removed from the Operation at the direction of Mariposa County.

6. Functions:

6.1. Structural Debris Removal

6.1.1. Overview

DDHTR Contractor shall safely remove and recycle or dispose of burned structural debris (including asbestos), burn ash, recyclable metals, vehicles, concrete, and contaminated soil, as well as provide related support services, such as dust control, traffic control, installation of erosion control, and the removal of trees hazardous to the structural debris removal crews specifically. The structural debris removed from properties shall be segregated on each property, loaded into trucks containing only one material type, and transported to designated end-use/disposal facilities. Ash and debris will be disposed of at IMT-approved landfills

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capable of and permitted for disposing of such wastes. DDHTR Contractor shall select the disposal facility, subject to approval by the IMT, and be responsible for the disposal of all ash and debris in compliance with all applicable laws. If the DDHTR Contractor proposes to use a landfill outside of California, it must provide evidence that the disposal of fire debris at the requested facility is allowable under the receiving state's laws. The IMT will not negotiate with out-of-state landfills on the DDHTR Contractor's behalf. All other reusable or recyclable materials will be taken to recycling facilities determined by DDHTR Contractor, subject to approval by the IMT. Each material type shall be tracked separately (material quantities and costs by the A&M Contractor) to meet the overall objectives of this Operation and to track costs incurred to clean up each property.

The types and quantities of structural debris removed and disposed of vary depending on the actual property size, use, and site characteristics. These quantities are not guaranteed, and variance from these quantities, whether on an individual parcel or in aggregate, shall not be considered grounds for a change order or additional compensation.

Exhibit A.1, Special Provisions, details some of the means and methods that the DDHTR Contractor is expected to carry out. The overall structural debris removal function, including the management and tracking of materials removed and recycled or disposed of from each property, is listed below.

6.1.2. Specific Tasks

6.1.2.1. Utility Location

Check for underground utilities by alerting Underground Service Alert (USA) for public right of way

If necessary, check for underground utilities by using an independent private utility locator service for private right-of-way.

6.1.2.2. Asbestos Abatement

Knock down chimneys and/or partial walls, as directed by the OSC or designee, to allow safe access to the debris footprint for CAC/CSST to assess for asbestos-containing material (ACM) in the debris.

Remove gross asbestos-containing materials for those properties where asbestos is found or suspected, as identified by the A&M Contractor's CAC/CSST.

If necessary, prepare Asbestos Abatement Work Plans for review and approval by the IMT and/or regulatory agencies. Coordinate with regulatory agencies as needed, make all required notifications, and file all necessary permit documentation for demolition and asbestos abatement.
DDHTR Contractor shall complete asbestos abatement operations on each parcel that asbestos abatement is required on within seven (7) working days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. The IMT may provide exceptions to this requirement during project startup if a significant quantity of parcels are ready for asbestos abatement at the time of NTP. However, in such an event, DDHTR Contractor shall address the backlog and become compliant with the seven (7) day metric within three (3) weeks of NTP. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

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6.1.2.3. Structural Debris Removal

Prior to any structural debris removal activities, DDHTR Contractor shall conduct a 360 degree Site Walk with the A&M Contractor's TFL and DS to review any comments or special requests from the property owner on the ROE and verify the extent of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, mines, drop-offs, large propane tanks, etc...). The property owner may also participate in the Site Walk. Unless otherwise directed by the IMT, the DDHTR Contractor shall comply with all requests made by the property owner on the ROE to the extent these requests are intelligible. If the DDHTR Contractor has a question or concern about a request on the ROE, it must notify the A&M Contractor's TFL and request guidance on how to proceed.

Determine how and where to load the trucks. Determine the limits of an exclusion zone.

Stake and tape off exclusion zones and maintain until all areas within the exclusion zone have met the clean-up goals.

Fell danger trees that are an imminent threat to the County Debris Removal Operation. For the purposes of the Structural Debris Removal Function, a "danger tree" (also referred to as a "potentially dangerous tree") is defined as a tree that poses a risk to or prohibits access for the A&M Contractor, the Structural Debris Removal contractor or their sub-contractors.. The felling of these trees is included in Bid Item #2 and not separately compensable under the Hazard Tree Removal Bid Items.

Collect, consolidate, and remove erosion control BMPs (wattles, etc.) placed post-disaster, remove ash and debris sediment collected by them, and dispose of with ash and debris.

Remove burned vehicles for recycling or disposal. Vehicles may have been previously adjudicated, in which case they may be crushed on-site and transported for recycling. Alternatively, vehicles may need to be transported to a Central Vehicle Adjudication Facility for adjudication prior to recycling. These vehicles cannot be crushed and may need to be carefully handled or towed intact to preserve VINs, per the direction of the County. Alternatively, vehicles may need to be placed onto plastic outside of soil sampling footprints and left on-site for future on-site adjudication and subsequently removed by the DDHTR Contractor. DDHTR Contractor shall complete vehicle removal at any point during the Operation, as directed by County. DDHTR Contractor shall not receive additional compensation for variations in sequencing/timing of vehicle removal due to delays caused by law enforcement. The IMT may also direct the DDHTR Contractor to remove vehicles from the public right-of-way. These vehicles must be tracked separately. Vehicle removal is described more fully in Special Provisions Section 4.10.

Collect, consolidate, remove, and transport metals for recycling, including burned tanks (for example, propane tanks) of any size. As necessary, de-valve and make tanks safe prior to disposal, which may require specialized training or equipment.

Collect, consolidate, remove, and transport ash and debris for disposal. DDHTR Contractor's equipment operator shall minimize the mixing of ash, debris, and concrete with the underlying soil.

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Collect, consolidate, remove, and transport concrete for recycling

Collect, consolidate, and remove 3-6 inches, as determined by the County Engineer or OSC, of residual ash-impacted soil from the debris site for disposal to remove fire-caused contamination. Contaminated soil from the ash and debris footprint shall be removed for disposal or landfill reuse for cover soil.

All Debris Removal Crews shall be properly equipped and supported by sufficient haul trucks to be productive for the duration of the operational hours on each workday. Each Debris Removal Crew is expected to off haul approximately 200 tons of metals, ash and debris, concrete, and/or residual ash impacted soil per workday. The IMT will compare each Debris Removal Crew's daily off haul, as recorded by the A&M Contractor, against this benchmark to determine if, in general, the Debris Removal Crew is performing to the satisfaction of the County. It is understood that certain necessary tasks, such as establishing access, on-site sorting, and consolidation, provision of property owner assistance, or implementation of BMPs and AMMs, may result in reduced off-haul on certain days. The IMT, in its sole and exclusive discretion, shall determine whether a Debris Removal Crew has good cause not to meet this benchmark. An inability by the DDHTR Contractor to provide sufficient trucks shall not be considered a good cause. As necessary to meet this benchmark, the DDHTR Contractor shall negotiate extended working hours with end-use facilities, propose extended operational hours to the IMT, and/or establish pre-load/truck staging yards (with the pre-approval of the IMT). If the IMT determines a crew is not consistently meeting this benchmark without good cause, the IMT may order the Debris Removal Crew demobilized from the project, and a new Debris Removal Crew mobilized in its place. Repeated failure to meet this benchmark shall be considered a breach of this agreement.

Cap all opened or damaged sewer lines, wells, and/or water lines. Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence, as described in the Special Provisions.

Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil.

Once the DDHTR Contractor believes all the above-listed tasks are complete, they will notify the A&M Contractor's TFL. The A&M Contractor TFL, together with DDHTR Contractor's foreman, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Once the foreman and TFL concur that work appears complete, the TFL should notify the A&M Contractor DS and/or Branch Director (BD) to conduct the Debris Removal Interim Site Walk (ISW), which will confirm whether the site is sufficiently clean and cleared for soil sampling. If any remaining work is identified during the ISW, the DDHTR Contractor shall immediately remedy it. Once the site has passed the ISW, the DDHTR Contractor's crew shall mobilize to the next assigned site on the County Planning Section Chief's (PSC's) runway. The DDHTR Contractor should expect to experience some delays while awaiting A&M Contractor and IMT personnel to respond and conduct the ISW. No compensation shall be provided for this delay.

The determination of a "legacy trash" site (an on-property dump site that was present prior to the wildfire incident) will be determined at the sole discretion of the OSC.

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Prior to forecasted storm events, the DDHTR contractor shall install temporary BMPs on active properties near stormwater conveyances, as directed by the OSC. Document the placement of these BMPs in coordination with the A&M Contractor.

DDHTR shall be prepared for and provide all equipment, personnel, and training necessary to respond to a spill or leak, including erosion/sediment control materials, PVC pipe fittings, associated tools, and spill kits that can handle a spill of up to 1,000 gallons of any material. Spills and leaks may include but are not limited to broken water lines, trucks turned over in a water course, or broken fuel/hydraulic lines. If directed by the IMT, the DDHTR Contractor shall provide water quality and soil testing as part of the spill response. The DDHTR Contractor shall be responsible for the cost of such testing if the A&M Contractor's material testing services are utilized. The DDHTR Contractor is also responsible for notifying the IMT of the spill and, if directed to do so by the IMT, notifying the California State Warning Center.

DDHTR Contractor shall provide Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the DDHTR Contractor's Health and Safety Plan.

6.1.2.4. Conduct Rescrapes

a. The A&M Contractor will conduct confirmation soil sampling of the parcel. If the results indicate that the soil clean-up goals are exceeded, the OSC or designee will direct the DDHTR Contractor to remove and dispose of another layer of soil from the specific area(s) that exceeded these goals. The OSC or designee will provide exact specifications as to how much soil the DDHTR Contractor is to remove and from which areas. These areas will then be re-sampled by the A&M Contractor. DDHTR Contractor shall not be compensated for costs associated with delays in the soil sampling process.
b. The DDHTR Contractor will only be eligible for compensation for up to one (1) re-scrape per parcel. By no means shall County reimburse the DDHTR Contractor for rescrapes that exceed 25% of the total number of parcels subscribed to the program. These compensation limitations do not apply to parcels where the County determines that clean-up goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of the County.
c. DDHTR Contractor shall complete rescrape operations on each parcel that a rescrape is required on within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

6.1.2.5. Implement Erosion Control

a. Once Mariposa County has deemed the property ready for erosion control, The DDHTR Contractor shall remove the exclusion zone delineation (red tape and stakes) and prepare the site for final erosion control.
b. DDHTR Contractor shall provide all materials and labor for all placement and installation of erosion control devices and hydromulching after each property has

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been cleared of structural debris and approved by the OSC, or designee, for erosion control, as identified in the EPP and the Special Provisions.

c. Application of erosion control shall follow Natural Resource Conservation Service recommendations:
    i. The type and amount of mulch and tackifier are selected to provide a minimum of 70% surface cover that will remain in place for at least one growing season.
    ii. Application rates in the range of 2,000 to 3,000 pounds of wood fiber mulch and 75 to 100 pounds of Guar (or equal product that provides sufficient, biodegradable, and environmentally safe alternative, as approved by the IMT) based tackifier per acre are typical.
    iii. Use of weed-free straw may be used by permission of the OSC where hydromulch proves impractical or impossible to apply. Crimping or a tackifier will need to be used to make the straw an effective alternative.
d. DDHTR Contractor shall complete erosion control operations on each parcel where erosion control is required within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

6.1.2.6. Final Site Walk

The OSC or designee will conduct a Final Site Walk of each parcel. The Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

6.1.2.7. Considerations for Commercial and Public Properties

Commercial and public properties, including businesses, industrial sites, mobile home parks, and facilities owned by public agencies, can be included in the County Program. The A&M Contractor shall identify hazardous levels from commercial properties by a waste profile. Profiles are done to determine the debris classification, which determines the end-use facility. The results from the profile determine whether they shall be designated as residential waste, California Hazardous Waste (Cal Haz), or California Hazardous and Resource Conservation and Recovery Act (RCRA) waste. Then DDHTR Contractor shall coordinate with the California Department of Toxic Substance Control (DTSC), United States Environmental Protection Agency, or any other entity directed to assist in the removal of the hazardous waste.

DDHTR shall create a work plan that defines the tasks to be performed by DDHTR, A&M Contractor, and DTSC and present the sequencing so that the building debris is properly removed and disposed of in an efficient manner with the completion of confirmation soil sampling to document the successful removal, to be approved by the Contract Manager.

The DDHTR Contractor shall be responsible for removing all non-RCRA hazardous waste. The DDHTR Contractor shall provide appropriate training and PPE to facilitate their role in the Operation, which may include working in proximity to hazardous waste operations conducted by others. The Special Provisions provide additional requirements for the

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management of hazardous wastes.

6.2. Function 2 - Hazard Tree Removal

6.2.1. Overview

The Hazard Tree Removal Function's purpose is to protect the general public, public infrastructure on public properties, public ROWs, and other areas approved by County. DDHTR Contractor shall perform all hazard tree felling, processing, and transport to DDHTR Contractor-sourced and IMT-approved TLSPS and/or directly to the end-use facilities, including all supporting services, as required by applicable local, state, and federal laws. DDHTR Contractor shall transfer ownership of the tree materials to the end-use facility. The DDHTR Contractor shall comply with all applicable Forest Practice Rules. The Public Agency, Public and Private Utility Right of Way Exemption may apply to Hazard Tree Removal activities.

The Hazard Tree Removal Function will be completed in a manner that does not negatively impact the Structural Debris Removal Function. Hazard trees shall not be felled into or dragged through debris fields or active soil sampling decision units. As directed by the IMT, this may result in the Hazard Tree Removal Function being completed after the confirmation soil sampling process is complete on a parcel if hazard trees cannot be felled and removed without disturbing the sampling footprints. Alternatively, the Functions may be completed concurrently if they will not negatively impact one another.

The requirements for Hazard Tree Removal are described more fully in Exhibit A.1 Special Provisions, Section 8, Hazard Tree Removal Operations.

Contractor's failure to perform any Hazard Tree task(s), as set forth below, shall render the Contractor ineligible for Hazard Tree unit compensation (for example, use of unpermitted end use facilities, use of unapproved equipment, or no pre-approval of TSLPS).

6.2.2. Specific Tasks

6.2.2.1. Pre-Inspection

a. Follow the Public Agency, Public, and Private Utility Right of Way Exemption requirements under the Forest Practice Rules and any local ordinances that specifically address the debris and or hazard tree recovery efforts.
b. Conduct pre-inspection tasks, as described in Special Provisions Section 8.5, to include:
    i. Verify clear access to trees on each assigned property prior to sending Hazard Tree Removal Crews to the assigned property.
    ii. Determine if any trees require specialty equipment for removal and notify the OSC or designee prior to sending Tree Removal Crews to the assigned property.
    iii. Identify and notify the OSC or designee if there are watercourses that either need to be crossed to access a property or are near any trees to be removed on a property for which the IMT has received a valid ROE.
c. Support work management process and conduct all tasks identified through work management tasks in the timeframes prescribed by the IMT, as described in Special Provisions Section 8.4.

6.2.2.2. Felling and Removal

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Conduct all-hazard tree felling and removal tasks, as described in Special Provisions Section 8.6.

a. Conduct pre-work walk (360 site walks) with A&M Contractor TFL, as described in Special Provisions Section 8.6.1
b. Provide reasonable access to the A&M Contractor to perform their tasks, as specified in the Special Provisions or as otherwise directed by County. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.
c. Document and mark all downed hazard trees, timber, or other woody material on-site prior to the start of hazard tree felling, such as material resulting from utility line clearance operations or work conducted by the landowner. DDHTR Contractor is not responsible for removing this material but is responsible for handling and relocating it on-site as required to fell, process, and remove eligible hazard trees.
d. Fell, process, and remove all hazard trees, as specified in Special Provisions Section 8.6.3. As described in the Special Provisions, felling, processing, and removing hazard trees must be conducted as part of a singular operation rather than multiple discrete steps, as described in Special Provisions Section 8.6.3 and unless otherwise authorized by County. Depending on the voltage, all trees will be felled within the public utility prescribed distances from a public utility power pole or power line.
e. Apply erosion control to the site as necessary to comply with California Forest Practice rules, permit(s) requirements, the EPP, best management practices, industry practices, and the directions of the IMT. Erosion control methods must be appropriate for site conditions. If requested by the IMT, DDHTR Contractor shall provide evidence as to why the proposed erosion control method is appropriate for the site based on the above-listed criteria. Methods may include the application of chipped slash, lop and scatter, water breaks, or slash packs. Wood chips should not be used on slopes, especially near watercourses. When wood chips are used, the wood chips should be produced in a manner that keeps the material long and fibrous such that it binds together. The IMT or A&M Contractor's Registered Professional Foresters may provide specific direction on a site-by-site basis.' If wood chips are used, the depth shall not exceed two (2) to three (3) inches.
f. No removal of stumps or roots unless authorized by the County OSC. Cut stumps flush (within 6-inches) to the existing terrain surface.
g. DDHTR Contractor shall minimize ground surface disturbances as part of the hazard tree removal function. Tree access road building is prohibited unless authorized by the County in writing, prior to construction.
h. In some instances, the DDHTR Contractor may be directed to leave a felled tree(s) and limbs on the property on which they were felled. In these instances, the DDHTR Contractor agrees not to recover any credits for Hazard Tree wood material or any other wood material left behind on the site.
i. If the DDHTR Contractor believes unmarked trees must be removed for marked trees to be safely felled and/or removed, the Operations Section Chief or designee must pre-approve its removal. The tree would be documented as an "incidental tree" prior to tree felling at the OSC's direction. The DDHTR

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Contractor will then be allowed to remove such “incidental trees” at the DDHTR Contractor’s cost without additional compensation.

j. Once all on-site work, including hazard tree felling, processing, removal, and application of erosion control, is complete, the A&M Contractor’s TFL and the Hazard Tree Removal Crew will conduct the Hazard Tree Removal Interim Site Walk as described in the Special Provisions (see “Post Tree Felling and Removal Site Walk”). If any remaining or non-compliant work is identified during the Interim Site Walk, the Hazard Tree Removal Crew shall immediately remedy it. Once the Interim Site Walk is complete, the Hazard Tree Removal Crew shall mobilize to the next scheduled parcel.

k. After the Hazard Tree Removal Crew’s mobilization, the OSC or designee shall conduct the Hazard Tree Removal Final Site Walk. The Hazard Tree Removal Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Hazard Tree Removal Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC’s satisfaction.

6.2.2.3. Process, Hauling, and End Use

a. DDHTR Contractor is responsible for transporting all hazard trees to an IMT-approved end-use facility. DDHTR Contractor may identify, establish, and operate one or more Temporary Log Storage and Processing Site (TLSPS) if pre-approved by the IMT. A TLSPS is any area where hazard trees, timber, or other woody material is stored, staged, handled, or processed after being removed from the parcel where the hazard tree was rooted.

b. Prior to establishing any TLSPS, the DDHTR Contractor must submit a written request to the IMT and a site plan describing the proposed site and its operations, as described above (see “Identify and establish temporary facilities”). The Special Provisions also provide additional information on this process.

c. DDHTR Contractor shall develop and execute lease agreements for TLSPS used to fulfill this Agreement. Copies of executed lease agreements shall be provided to County. Any subsequent changes to executed lease agreements shall also be provided to County.

d. DDHTR Contractor shall provide adequate space for truck weigh scales, provided by the DDHTR Contractor, at each log storage and processing yard and allow space for County’s A&M Contractor and the OSC and/or the OSC’s authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end-user facilities. DDHTR Contractor shall allow physical space and time for truck queueing in the yard, both inbound and outbound. DDHTR shall provide stairs or a platform for truck inspection pictures by the A&M contractor.

e. DDHTR Contractor shall negotiate with permitted and operational wood materials end-use facilities (as described in the RFP, Additional Bid Requirements, Commitment Letter(s), and Letter(s) of Interest) that meet all local, State, and Federal requirements and regulations. DDHTR shall not operate or establish end-use facilities under this agreement.

f. County requires that all wood materials from this Operation be reused as lumber,

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firewood, energy generation, wood chips, mulch, or other environmentally friendly uses that encourage reuse. In the event wood materials cannot be delivered to a higher best-use facility, wood material may be delivered to a landfill at County's sole discretion and only with written approval from County. DDHTR contractor may not under any circumstance burn wood, such as by a curtain burner. To utilize landfills, the following process shall be followed:

i. DDHTR Contractor documents, in writing, the necessity for landfill(s) and the reason why DDHTR Contractor cannot use the higher best use facility and makes a request for landfill use to the Finance Section Chief.
ii. Finance Section Chief notifies County.
iii. If County approves landfill use, the Finance Section Chief informs the IMT.
iv. DDHTR Contractor, with OSC or OSC designee, contacts the local Regional Water Quality Control Board, Air District, County, and Solid Waste Local Enforcement Agency (Control Agencies) to discuss the use of the landfill.
v. Control Agencies provide guidance to DDHTR Contractor and County OSC on how to proceed with landfilling material.

g. DDHTR Contractor is responsible for all operational, permitting, fixed, and labor costs and shall be entitled to retain any revenue generated from the sale to end-use facilities. Wood materials become the property of the end-use facility once received. Any rebates, credits, or savings derived from the legal use of those wood materials should be described in agreements between the DDHTR Contractor and the respective end-use facilities. Any revenue obtained by the DDHTR Contractor through these agreements must be disclosed to County on a regular basis, per the direction of the County Contract Manager. DDHTR Contractor shall report all revenues generated to the Finance Section Chief.
h. The DDHTR Contractor shall agree, in writing, with each end-use facility the point where the logs/wood materials will become the property of the end-use facility.

6.3. Support Tasks

DDHTR Contractor shall perform additional major items of work in support of both the Operation's functions. These are anticipated to include, but are not limited to:

6.3.1. Traffic Control

a. For Structural debris removal, DHTR Contractor shall provide community traffic control, as directed by Mariposa County Public Works. one (1) for each tree felling crew, and for any crews that might partially or fully block public and/or private roadways while conducting work.
b. DDHTR Contractor shall obtain and follow all encroachment permit requirements issued by the cities, counties, Caltrans, or any other agency having jurisdiction over DDHTR Contractor-impacted roads. Traffic control crews may be required to implement additional traffic control needs pursuant to requests or directives from other entities (e.g., Cal OSHA, local authorities, etc.) and directed by the OSC and/or County.
c. Traffic control crews may also be required to implement Operation specific traffic control plans, as directed by the OSC.

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d. Traffic control crews shall include two (2) traffic control trained crew members, required equipment and supplies, mobilization and demobilization, and communication equipment. The traffic control crews shall be trained in the principles of the DOT Revision 6 (Rev 6) of the 2014 MUTCD prior to commencing their work.

6.3.2. Community Services

a. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters, fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT. This may include general dust suppression in disaster areas not directly connected to specific debris removal crews or other operations.

b. DDHTR Contractor shall also provide community street sweeping, including sweepers, drivers, fuel brushes, and appropriate disposal of collected road debris and dirt, as described in the Special Provisions.

c. DDHTR Contractor shall provide sufficient transport trucks (for example, “lowboy” trailers) to redeploy heavy equipment between job sites. Under no circumstances shall steel-tracked heavy equipment, including but not limited to excavators, skid steers, feller bunchers, and heel booms, operate on asphalt, concrete, or other non-earth road surfaces without the explicit permission of the OSC or designee. If the DDHTR Contractor fails to comply with this requirement, it will be responsible for repairing or remedying any damage caused by the heavy equipment to the satisfaction of the County, in consultation with the road owner.

d. DDHTR Contractor shall provide and service portable restrooms and hand washing stations for use by DDHTR Contractor, A&M Contractor, and IMT personnel use. Portable restrooms and hand washing stations shall be provided at all work sites for Debris Removal Crews and Hazard Tree Removal Crews. Additionally, DDHTR Contractor shall provide and service up to three (3) additional sets of portable restrooms and handwashing stations to be stationed throughout the disaster area for use by project personnel, as directed by the IMT.

6.3.3. Site Access and Temporary Bridges

a. DDHTR Contractor shall provide or create physical access to all County Program participating parcels both in residential tract areas on relatively small, relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long, poorly maintained, or non-maintained gravel or otherwise non-paved roadways; and/or have larger lots, sometimes exceeding 100 acres. DDHTR Contractor shall prepare Environmental Work Plans where applicable.

b. As necessary to access some properties, DDHTR Contractor shall obtain and provide permits to install temporary bridges, as described in Special Provisions Section 6.27. The DDHTR Contractor will coordinate with the A&M Contractor for supporting documentation as needed.

c. DDHTR Contractor shall work with the IMT PSC to permit and schedule debris removal from properties requiring bridge access near the beginning of the operations to avoid accessing these properties at the end of the operations.

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d. DDHTR Contractor shall provide all materials and labor for the placement and removal of such temporary bridges and return the areas where the bridges were installed to pre-existing conditions.
e. DDHTR Contractor shall provide up to three (3) bridges of up to 50 feet per bridge to be installed simultaneously to ensure that the overall debris and hazard tree removal operations' productivities are not negatively impacted from meeting the operational schedule.
f. DDHTR Contractor shall provide all materials and labor for the placement of rip-rap rock, temporarily placed culverts, and required BMPs installed for temporary creek crossings (including but not limited to; watercourses, ravines, trenches, or ditches).
g. DDHTR Contractor shall provide all materials and labor for placement of base rock and or crushed rock to improve uneven, rutted, or poor-quality roads for truck and/or equipment access as described in the Special Provisions.
h. DDHTR Contractor shall provide all materials and labor for placement of all steel trench plates required for truck or equipment access, where deemed necessary by the DDHTR Contractor.

6.3.4. Other

a. DDHTR Contractor shall provide all labor, materials, staff, equipment, transportation, licenses, permits (traffic encroachment, land use, operational, environmental, etc.), and every other item of expense necessary unless otherwise stated for completing all the DDHTR Contractor's tasks during the Operation.
b. DDHTR Contractor shall provide all training and attendance of key DDHTR Contractor personnel at all relevant Incident Action Planning, Operations, and Tactics meetings. All DDHTR Contractors' personnel shall attend weekly All Hands Safety Meetings. All Hands Safety Meetings may be held online or at a physical location determined by the IMT, at the discretion of the IMT. The DDHTR Contractor shall compel required staff attendance at all online training, meetings, and gatherings.
c. DDHTR Contractor shall obtain and provide a copy of any land Lease Agreement(s) obtained to the CM prior to commencing the use or development of the property(ies) for reference purposes only. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid and will not be reimbursed by the County.
d. DDHTR Contractor shall provide all materials and labor for all necessary safety fencing, as specified in the Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the OSC or designee when demobilizing from the property once the site has been cleared for soil sampling.

7. REPORTING & TRACKING

DDHTR Contractor shall be responsible for coordinating with the IMT and County's A&M Contractor, providing information as required to document material quantities and project costs allocable to each type of material by residential parcel, and providing information as required to document hazard trees removed, including coordinates, detailed tree information, and photos. The method and detail of the material and cost tracking information by parcel will be jointly developed by the IMT and the County's A&M Contractor, with County final approval.

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DDHTR Contractor shall prepare and provide the following Daily, Monthly, and Quarterly Summary Reports of Structural Debris Removal and the Hazard Tree Removal function activities and status, as summarized below:

7.1. Daily Dispatch Reports shall include the following:

A tally of predicted street sweeping activities (identification of the specific street sweeper, the identity of the operator, gallons of water used, mileage driven, and relevant daily GPS data), traffic control (identification of each traffic control crew personnel and the location(s) and duration(s) of each respective daily assignments), water trucks, personnel, asbestos removal crews, Structural Debris Removal crews, Hazard Tree Removal crews, all other operating resources, and other metrics as required by the IMT.

The Daily Dispatch shall be provided to the IMT by 1800 on the day prior to the date of work.

7.2. Daily Operations Reports shall summarize the daily work for structural debris removal and hazard tree removal. The format of the report shall be approved by the County. The Daily Operations Report shall include the following:

Quantities by material type removed, APNs of properties in progress and completed, identification numbers of ROW segments in progress and completed, and other metrics determined by the IMT.

The Daily Operations Reports shall be provided to the IMT by 1800 on the day of work.

7.3. Monthly Summary Reports shall be delivered by the 3rd day of every month. Monthly Summary Reports shall detail the number of properties completed, quantities of structural debris for each material type, hazard tree quantities of timber and wood materials delivered to each end-use facility, and other metrics determined by the IMT.

7.4. Disposal /Recycling fees: Itemized reports of actual costs of recycling and disposal at the receiving, recycling, and end-use facilities for the various materials generated from the overall Operation, including any adjustments to regular rates for material facilities to accommodate extended operating hours and special handling. DDHTR Contractor shall pay all disposal costs. Any recycling or disposal that results in a profit (usually metal recycling and wood materials at end-use facilities) should be offset against other recycling and disposal costs.

The method, detail, and adequacy of material and cost tracking information by property and/or segment of public ROW will be jointly developed by County and County's A&M Contractor(s). DDHTR Contractor shall adopt this tracking and reporting system.

7.5. Monthly Socioeconomic Affirmative Steps Report: By the third day of every month, the DDHTR Contractor shall provide a status report regarding the affirmative steps it has taken as required by 2 C.F.R. § 200.321(b)(1) – (5), which are listed below for reference. For each required step, DDHTR Contractor shall provide a narrative description of the actions it has taken, the results of said actions, and any relevant summary data or charts. County may direct the DDHTR Contractor to include specific data points or other items as necessary to demonstrate compliance.

7.6. AFFIRMATIVE STEPS REQUIRED BY 2 C.F.R. § 200.321(b)

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

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c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. GENERAL EXPECTATIONS

8.1. Identification of DDHTR Contractor Employees

DDHTR Contractor shall be responsible for furnishing an identification badge to all personnel (DDHTR Contractor and sub-contractors) prior to the employee working on-site. DDHTR Contractor shall be responsible for ensuring each employee engaged in work displays a badge that includes the name of the DDHTR Contractor or subcontractor and the employee's name. Employees shall make available on their person a valid state driver's license or other Government-issued photo identification card. All contract personnel attending meetings, answering Government telephones, and working in other situations are required to identify themselves as such to maintain the distinction from Government officials. All documents or reports produced by DDHTR Contractor shall be marked as DDHTR Contractor products in accordance with Government Code section 7550. Badges or other identification of DDHTR Contractor employees shall not include the seals or logos of the County, the California Environmental Protection Agency, Cal OES, the State of California, or any other government agency without the permission of the County.

8.2. Identification of DDHTR Contractor Vehicles and Equipment

Trucks and all other equipment designated for use under this Contract shall be equipped with a clearly visible sign identifying the vehicle as part of the project. This includes pickup trucks or other vehicles used by DDHTR personnel, debris hauling trucks, water trucks, and heavy equipment (if practicable). The IMT shall provide the design of the sign. Production, distribution, and attachment of signs to vehicles shall be the responsibility of the A&M Contractor. Additional signage may be required to facilitate County's A&M Contractor's Automated Debris Management System. Upon demobilization from the Operation, the signage shall be removed from the vehicle.

DDHTR Contractor agrees that all trucks used during this Operation are subject to GPS tracking and hereby consents to place a GPS device in each truck by County's Assessment and Monitoring A&M Contractor. DDHTR Contractor shall be responsible for charging, maintaining, and operating the GPS device throughout the duration of the Operation. Failure to charge, maintain, and operate the GPS device shall result in non-payment of bid items completed by non-compliant operation of truck(s).

Trucks or equipment designated for use under this Contract shall not be used for any other work during working hours under this Contract. DDHTR Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the DDHTR Contractor mix debris hauled for others with debris hauled under this Contract. DDHTR Contractor and subcontractors may not play music or radio broadcasts during the performance of this Contract that may generate noise complaints.

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8.3. DDHTR Contractor Equipment

DDHTR Contractor shall provide its staff (DDHTR Contractor and subcontractor) with all necessary equipment, including but not limited to equipment and truck maintenance (including but not limited to tires, lubricants, fuel), materials, tools, supplies, health and safety equipment, health and safety compliance monitoring of personnel and equipment, appropriate clothing, cell phones, two-way radios, satellite phones (if necessary), computers, computer tablets, laptops, internet access, temporary field offices, permits, licenses, supervision, project management, administrative staff costs, home office overhead.

Professionalism of DDHTR Contractor Staff

County expects all DDHTR Contractor personnel, including subcontractor personnel, to appear and behave professionally at all times. Any DDHTR Contractor personnel who does not act in a professional manner shall be subject to immediate removal from work associated with this Operation, at County's discretion, upon written notification from County.

DDHTR Contractor shall be responsible for performing all work in a safe, professional, efficient, and satisfactory manner. The IMT and County shall review all work and determine whether work is satisfactory. The IMT may consult best practices, prior project performance, federal technical assistance teams, or other resources to determine whether work is satisfactory. The IMT shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the quality are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to IMT and County's inspection and approval.

9. CONTROL OF WORK

County has the sole discretion and authority to determine the quality and acceptability of the following:

a. Work to be performed.
b. Rate and progress of work performed.
c. Fulfillment of the tasks and work performed by DDHTR Contractor.
d. Compensation for tasks and work performed by DDHTR Contractor.

9.1. Work Orders

The DDHTR Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or directed in the Incident Action Plan (IAP). The DDHTR Contractor shall immediately notify the County and the IMT of any condition or event that may interfere with the completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. County will, in a reasonable time, provide written direction to the DDHTR Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work or changes and additions not pre-authorized in writing by the County CM may not be considered for compensation.

9.2. Change Orders

DDHTR Contractor may notify the County of DDHTR Contractor's request for a change order for work outside the scope of this SOW. If authorized, County, at its sole discretion, may issue a Change Order dictating the terms of the additional work. All Change Orders will be incorporated into this Agreement via Amendment(s). Work authorized by a Change Order

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shall be in accordance with the terms and conditions therein and may proceed prior to the Amendment(s).

9.3. Audits and Inspections

At its sole discretion, County may inspect the labor, materials, tools, equipment, data management, books, and records of the DDHTR Contractor to monitor compliance with this Agreement. DDHTR Contractor shall promptly remedy any violation identified by County. The fact that County inspects, or fails to inspect, or has the right to inspect DDHTR Contractor's labor, materials, tools, equipment, data management, books, and records does not relieve DDHTR Contractor of its responsibility to comply with rendering timely performance under the terms of this Agreement.

10. OPERATIONAL MILESTONES AND MOBILIZATION REQUIREMENTS

County intends to complete this operation rapidly and efficiently to ensure public health and safety hazards are promptly addressed, and community recovery is expedited. The below milestones represent County's expectations for the DDHTR Contractor's mobilization. The IMT may adjust the milestones due to inclement weather, unforeseen circumstances, rate of ROE collection, progress of site assessment and asbestos assessment, or other operational needs.

The IMT will advise the DDHTR Contractor of any changes to the milestones in writing.

Changes to the operations schedule and milestones are at the exclusive discretion of the IMT.

DDHTR Contractor understands and agrees that a substantial number of work plans are required to be submitted, and many of these work plans will need to be drafted and adjusted concurrently.

DDHTR Contractor shall ensure sufficient project management staff members are available to complete work plans based on the milestones below and promptly respond to any feedback from the IMT to ensure the overall Operation remains on schedule.

10.1. Notice-to-Proceed (NTP) Milestones – Structural Debris Removal

County anticipates issuing NTP shortly after the contract award.

10.1.1. Milestone 1-1: Mobilization of Incident Management Team

a. Timeframe: Within three (3) calendar days of NTP
b. Description: DDHTR Contractor shall deploy its key project management personnel to the Operational Area, who shall be available to participate in meetings with the IMT and/or A&M Contractor.

10.1.2. Milestone 1-2: Submission of Hauling and Reuse/Disposal Plan

a. Timeframe: Within three (3) calendar days of NTP
b. Description: DDHTR Contractor shall submit to the IMT for review and approval a Hauling and Reuse/Disposal Plan for debris removal operations. The plan should account for the expected crew mobilizations described in later milestones. The plan shall address the following:
    i. Proposed primary and alternate end-use locations for all waste streams (except timber)
    ii. Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling)
    iii. Listing of planned trucking resources to support Hauling and Reuse/Disposal Plan

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iv. Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes

10.1.3. Milestone 1-3: Mobilization of up to Four (4) Asbestos Abatement Crews

a. Timeframe: Within five (5) calendar days of NTP
b. Description: DDHTR Contractor shall mobilize up to four (4) Asbestos Abatement Crews to immediately commence asbestos abatement tasks. The IMT shall determine the work locations of each crew. Following this initial deployment, DDHTR Contractor shall continually evaluate asbestos assessment results and mobilize additional asbestos abatement crews at a rate sufficient to support the debris removal crew mobilization milestones listed below.

10.1.4. Milestone 1-4: Mobilization of up to Five (5) Debris Removal Crews

a. Timeframe: Within five (5) calendar days of NTP
b. Description: DDHTR shall mobilize up to five (5) debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

10.1.5. Milestone 1-5: Mobilization of up to Five (5) Additional Debris Removal Crews

a. Timeframe: Within ten (10) calendar days of NTP
b. Description: DDHTR shall mobilize up to five (5) additional debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

10.2. Initial Hazard Tree Removal Work Order (IHTRWO) Milestones – Hazard Tree Removal

When the IMT elects to commence the Hazard Tree Removal Function of the Operation, the IMT will issue an IHTRWO. Unless otherwise directed by the IMT, the DDHTR Contractor shall provide the following services following this IHTRWO:

10.2.1. Milestone 2-1: Submission of Hazard Tree Removal Work Plan

a. Timeframe: Within three (3) calendar days of IHTRWO
b. Description: DDHTR Contractor shall submit a Work Plan to the IMT describing its proposed approach for hazard tree removal operations throughout Mariposa County. The Work Plan shall include the following:
   i. Description of proposed means and methods, including types of equipment to be used
   ii. Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew
   iii. Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions
   iv. Listing of proposed end-use facilities
   v. Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

10.2.2. Milestone 2-2: Mobilization of Three (3) Hazard Tree Removal Crews

a. Timeframe: Within five (5) calendar days of IHTRWO
b. Description: DDHTR Contractor shall mobilize three (3) hazard tree removal crews throughout the county, The IMT will select sites. All hazard tree removal

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crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

10.2.3. Milestone 2-3: Mobilization of Additional Two (2) Hazard Tree Removal Crews

a. Timeframe: Within ten (10) calendar days of IHTRWO
b. Description: DDHTR Contractor shall mobilize an additional two (2) hazard tree removal crews throughout the county. The IMT will select sites. All hazard tree removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

10.3. Mobilization of Additional Resources

The IMT, through the Incident Action Planning Process, shall notify the DDHTR contractor when additional Asbestos Abatement Crews, Debris Removal Crews, and Hazard Tree Removal Crews, differing from the milestones in section 11.2 are to be mobilized. DDHTR Contractor shall be provided seven (7) calendar days from notice to mobilize the requested crew(s). All required health and safety and operational training must be completed in advance of the ordered mobilization date.

Contractor crews will be demobilized at the discretion of the IMT. Depending on workload requirements, sustained inclement weather, or other factors, crews may be demobilized and subsequently remobilized later when their services are required. The DDHTR Contractor will be provided up to seven (7) calendar days to remobilize crews upon direction from the IMT.

The expected maximum number of structural debris removal crews to be provided under this Contract is ten (10). The expected maximum number of hazard tree removal crews to be provided under this Contract is five (5).

11. Contractor's Responsibility

The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its contracts for work on the Operation, including the costs of attorney or legal fees. Additionally, in the event that Mariposa County determines the Contractor is responsible for any unapproved delay, loss, harm, or other damages to Mariposa County, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. Mariposa County reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm, or other damages it determines attributable to the Contractor.

PROPERTY DAMAGE: Contractor shall be responsible for repairing, at its expense, all damaged to improved property resulting from the Contractor's negligence. Mariposa County, at its sole discretion, shall determine whether property damage resulted from negligence. If Contractor disputes the conclusions of Mariposa County, it must provide all relevant supporting information within the timeline prescribed by the County Contract Manager. Contractor shall repair or otherwise remedy, to the satisfaction of the County, all property damage within thirty (30) calendar days of a notice being provided by the County. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the

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County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy property damage. The County may deduct the cost of the repair or remedy from the Contractor's compensation.

ROAD DAMAGES: General maintenance of roads or repair of damage to roads resulting from overall disaster response and recovery operations is not the responsibility of Contractor. Contractor shall be responsible for repairing, at its expense, all damaged to roads resulting from the Contractor's negligence. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy road damage. The County may deduct the cost of the road repair or remedy from the Contractor's compensation.

12. Subcontractors

All Subcontractors previously identified in the proposal are considered to be acceptable to Mariposa County. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or their designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager immediately. If Mariposa County or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Mariposa County and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Mariposa County 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 Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

If a subcontractor was used to comply with the requirements of the Request for Proposal, such as if the subcontractor was used to meet the Licensed Timber Operator requirement or the hazard tree removal project reference, the subcontractor must remain on the project for the duration of the project, or, if the subcontractor is to be replaced, the prime contractor must provide a replacement subcontractor which complies with the same requirements within seven (7) calendar days. For example, if a subcontractor was used to comply with the reference requirements, the proposed replacement subcontractor must have completed a project that meets the requirements of the reference project.

13. Special Provisions

Exhibit A.1, "Special Provisions", provides additional requirements for the performance on this Scope of Work. In the event of any conflict between Exhibit A.1 and this exhibit, this exhibit shall be controlling. All references to "User Agency" in Exhibit A.1 shall be understood to mean Mariposa County. Additionally, any references to or description of State-managed debris removal operations, Cal OES mission resource tasks, or similar shall be ignored.

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Exhibit A.1

DISASTER DEBRIS AND HAZARD TREE REMOVAL – SPECIAL PROVISIONS

5/4/2022

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Acronyms and Abbreviations

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AQMD	Air Quality Management District
BMP	Best Management Practices
CAC	Certified Asbestos Consultant
CalEPA	California Environmental Protection Agency
Cal OES	California Office of Emergency Services
CalRecycle	Department of Resources Recycling and Recovery
CARB	California Air Resources Board
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIH	Certified Industrial Hygienist
CM	Contract Manager
CSST	Certified Site Surveillance Technician
DDHTR	Disaster Debris and Hazard Tree Removal
DFW	Department of Fish and Wildlife (California)
DOT	Department of Transportation
DMV	Department of Motor Vehicles
DROC	Debris Removal Operations Center
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency
EPP	Environmental Protection Plan
FEMA	Federal Emergency Management Agency
FSC	Finance Section Chief
GPS	Geographic Positioning System
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	Household Hazardous Waste
IC	Incident Commander
ICS	Incident Command System
ICT	Incident Command Team
IMT	Incident Management Team

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LTO	Licensed Timber Operator
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
Operations Team	Debris Removal Operations Team
OSC	Operations Section Chief
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PSC	Planning Section Chief
Proclamation	Proclamation of a State of Emergency
RFP	Request for Proposals
ROE	Right-of-Entry
RPF	Registered Professional Forester
SEMS	Standardized Emergency Management System
USA	Underground Service Alert
USEPA	United States Environmental Protections Agency
UXO	Unexploded Ordinance

Reference Documents

Attachment A, Wildfire-Damaged Structures Asbestos Site Assessments SOPs for the "California Wildfire Asbestos Survey" (http://www2.calrecycle.ca.gov/docs/web/119346).

- Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires" (https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589_2).

Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015), (https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/Disaster-Documents-2015yr-FireSample.pdf).

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NOTE: This Special Provisions document was developed by the California Department of Resources Recycling and Recovery (CalRecycle). It is included here in the interest of aligning Oak Fire recovery operations with best practices. Certain references to CalRecycle, the State of California, or other State Agencies may not be applicable. In the event of any conflict between this document and Exhibit A, Exhibit A shall control. References to "User Agency" shall mean Mariposa County.

1. INTRODUCTION

The purpose of these Special Provisions is to provide the Disaster Debris and Hazard Tree Removal Contractor (DDHTR Contractor) and the Assessment and Monitoring Contractor (A&M Contractor) with a detailed understanding of the extent of services required by the State of California, Department of Resources Recycling and Recovery (CalRecycle), or the User Agency, for emergency debris removal Operations. Not all emergency debris removal Operations in California are conducted by the State. For the State to respond to a State proclaimed emergency, the Governor of California issues a Proclamation of a State of Emergency (Proclamation), which proclaims a state of emergency in specific Counties with provision to include State agency and contract resources.

In the process of developing the overall response to an emergency, a series of actions are taken at different levels of government before agency and contractor work takes place. At the County level, the County Health Officers issues a Proclamation of a Local Health Emergency and, if necessary, requests State assistance. Once the Governor's Proclamation is issued and may include provisions for all agencies of the state government to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities related to this State of Emergency consistent, with the direction of the California Governor's Office of Emergency Services (OES) and the State Emergency Plan. Additionally, the President of the United States of America may approve a Major Disaster Declaration for California, which allows federal disaster assistance through the Federal Emergency Management Agency (FEMA), which will include both federal funding and potentially additional federal contracting and procurement requirements.

The State Proclamation typically suspends, to the extent they apply, the following activities:

A. Removal, storage, transportation, and disposal of hazardous and non-hazardous solid waste and debris resulting from a disaster in affected Counties and that are subject to the jurisdiction of agencies within the California Environmental Protection Agency (CalEPA) and the California Natural Resources Agency (CNRA).

B. Necessary restoration and rehabilitation of timberland, streams, rivers, and other waterways.

Such State statutes, rules, regulations, and requirements are hereby suspended, only to the extent necessary for expediting the removal and cleanup of debris from the fire and for implementing any restoration plan by the affected County(ies). User Agency will typically receive signed waivers from the Secretary of the CalEPA and Secretary of CNRA, which are supported by an Environmental Protect Plan (EPP) prepared by the State or in coordination with the A&M Contractor or by other designated agencies. The EPP is written to summarize and address the potential environmental and historic preservation areas of concern provided by the resource agencies responsible within the defined Disaster Area. Then the EPP delineates the specific Disaster environmental and historic preservation requirements necessary to be implemented. The DDHTR Contractor will be required to be aware of and implement the best management practices (BMPs) and the Avoidance and Minimization Measures (AMMs) listed in them.

Additionally, if the Operation is Federally funded, certain environmental and historical preservation measures are needed to comply with Federal and state laws, such as the National Environmental Policy Act (NEPA), the Federal Endangered Species Act, and the National Historic Preservation Act (NHPA). User Agency will work with A&M Contractor to evaluate the environmental, historical, prehistoric, Tribal, and cultural artifact protection concerns in the disaster area(s) for state and federal endangered species, endangered species habitat protection, and streambed crossings (among other areas) that will require state and federal emergency permits and/or protections. These evaluations and permitting actions will commence prior to and during the site and asbestos assessments and may extend into the early asbestos and debris removal process. Properties will not be entered, for any of these activities, until the state Incident Management Team (IMT) has received approved copies of the individual property Right-of-Entry (ROE) forms from the affected County(ies) and “Access Only” ROEs when needed.

The Proclamation may also suspend compliance with applicable provisions of the California Government Code and the Public Contract Code for state contracts, including but not limited to travel, advertising, and competitive bidding requirements to assist with procuring materials, goods, and services necessary to quickly remove dangerous debris and repair damaged resources. Lastly, the Proclamation may also state that State agencies shall work with local officials to design and implement a comprehensive disaster debris removal plan.

In response to the Proclamation that includes State resources, OES typically issues a mission request task to CalRecycle, to enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris from private property resulting from a disaster in the affected Counties. OES and CalRecycle will work with the affected County(ies) to clear the debris, provide state certification of cleanup for the individual sites, and track and provide costs to the County(ies) for insurance recovery on a per lot basis.

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This set of Special Provisions may only be updated pursuant to the terms of the contract, such as an Amendment Process.

1.1 Purpose

The purpose of these Special Provisions is to describe a detailed approach to managing the assessment, monitoring, and removal of structural and vegetative debris. It also describes a detailed approach to the removal of asbestos-containing material (ACM), metals, vehicles, ash and debris, hazard trees, contaminated soil, and other hazardous material resulting from a proclaimed disaster. These Special Provisions are based on CalEPA's "Guidance for Conducting Emergency Debris, Waste and Hazardous Material Removal Actions Pursuant to a State or Local Emergency Proclamation," dated October 7, 2011 (https://calepa.ca.gov/wp-content/uploads/sites/6/2019/06/Disaster-Documents-2011yr-GuideRemoval.pdf). This guidance document identifies best management practices (BMPs) for undertaking the removal of debris and hazardous materials (including asbestos) from residential structures. These BMPs and Special Provisions provide a consistent approach to conducting removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment. This document does not specifically address the removal of debris from non-residential (i.e., commercial, industrial, public) properties; however, depending on the type of debris, the methods and procedures can be the same. If non-residential properties are added to the list of eligible properties, special considerations will be taken into account as described in these Special Provisions.

1.2 Objective

The objective of these Special Provisions is to meet the above-stated purposes and to detail processes and procedures for debris removal operations and will provide both the A&M Contractor and the DDHTR Contractor guidance for state-sponsored Disaster Debris Removal Program and to mitigate known hazards and dangerous conditions to limit the impacts to the public, the affected County(ies) and the surrounding environment.

2. PROGRAM OVERVIEW

2.1 Site Description

Debris generated by the disaster and within the disaster area described in the Operation Specific Scope of Work and the Contract documents generally consist primarily of residential disaster and hazard tree vegetative debris. This debris may also be sourced from non-residential properties, as included by the User Agency.

2.2 Site Eligibility

The intent of the disaster debris removal program is to remove destroyed single-family homes, residential structures, and other eligible debris destroyed by the

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declared fires so that the property owner can rebuild on their property. The User Agency, with input from the state, may deem other structures to be destroyed on a case-by-case basis.

Mobile Home Parks are not automatically part of the Debris or Tree Removal Operations. They may be included in the program on an as-approved basis. If mobile home parks are deemed eligible by the User Agency, then each mobile home park will be considered for compensation based on the User Agency's bid schedule for the DDHTR Contractor.

The debris program does not cover structures smaller than one hundred, twenty (120) square feet, fencing, trees other than those described in the "Hazard Tree Assessment" section, a single vehicle with no other debris fields or structures, or other debris less than ten (10) cubic yards unless approved in advance by the User Agency. The debris program also does not cover cannabis, greenhouses, or other structures related to cannabis growing, drying, or processing unless approved in advance by the User Agency. The program also does not cover illegal dumps, landfills, other disposal areas unless approved in advance by the User Agency.

Only parcels for which the property owner has submitted an ROE permit will be included in this program unless otherwise designated by the State IMT and local government. Public rights-of-way (ROWs) may also be included for the purposes of hazard tree removal if approved by the State IMT.

Non-residential, commercial, industrial, and public properties (i.e., schools, local and state parks, camps, and other public structures) may be included in this operation, as determined by the User Agency, on a case-by-case basis. If such facilities are determined to be included in this program, the User Agency will compensate the DDHTR Contractor based on the User Agency's bid schedule. For mixed-use or changed use of properties (e.g., former commercial properties converted to residential or other such circumstances), the User Agency will make the final determination as to whether the property is to be reimbursed as a residential, public, or commercial property.

Non-residential Parcels may also require waste profiling and characterization prior to debris removal. The A&M Contractor will be responsible for conducting any required waste profiling and characterization if requested by the User Agency, as described in Section 5.4.

In certain limited scenarios, the User Agency may direct the DDHTR Contractor to provide demolition services. For the purposes of this operation, demolition is defined as the removal of structures with more than one wall standing. If demolition is authorized, the A&M Contractor shall track all costs and work associated with the parcel where the demolition occurred separately. The demolition of structures, including dropping standing walls, is included within the scope of this agreement, subject to the site-specific approval of the User Agency.

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2.3 Site Characterization

Based on past studies of burned residential homes and structures from large-scale wildland fires, the resulting ash and debris from residential structures burned by fires can contain toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978, when lead was banned from household paint in the United States. These heavy metals are discussed in numerous studies, including Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015). The presence of these heavy metals can have significant health impacts on individuals, individual properties, local communities, and watersheds if the ash and debris are not removed promptly.

The residual materials, including, but are not limited to, stucco, roofing, floor tile, linoleum, fireplaces, furnaces, vinyl tiles and mastic, sheetrock and joint compound, cement pipe, exterior home siding, thermal system insulation, concrete and mortar, and other building materials commonly used in homes built before 1984 may also contain other chemicals of concern such as asbestos.

Additionally, wildland fires can kill or seriously damage a great number of trees, resulting in a significant risk to the public as the impacted trees are more likely to fall onto public thoroughfares and other infrastructure.

2.4 Known Hazards

The type and number of known hazards will depend on specific conditions of each incident and each property within the incident, such as how much of the structure is remaining, age of the structure, building materials used, and damage level of the site trees on-site. If only ash and debris are present, the site is expected to contain elevated levels of heavy metals and possibly asbestos.

The California Department of Toxic Substances Control (DTSC) or the United States Environmental Protection Agency (US EPA) will conduct a Phase 1 – Assessment and Removal of Household Hazardous Wastes prior to Phase 2 – Disaster Debris and Hazard Tree Removal Program Operation that these Special Provisions contemplate. A part of Phase 1 work includes the preliminary hazardous waste assessment for asbestos-containing material (ACM) and removal of bulk quantities of ACM in the impacted area soon after the fire. ACM has been commonly found in debris removal Operations, especially in structure construction that precedes the mid 1980's. If DTSC/USEPA finds possible ACM and/or removes bulk ACM and/or other hazardous materials on individual properties, they will report these findings directly to User Agency. User Agency will, in turn, notify the A&M Contractor and DDHTR Contractor's ACM Removal Crews of these findings prior to crews being deployed to these properties. All responders should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

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The ACM found in the disaster debris will likely be highly friable, which allows asbestos fibers to be more easily released into the air during windy conditions and debris removal operations. Other hazardous materials will likely include heavy metals concentrated in the ash and debris and silica dust released when working around and removing concrete slabs and foundations. Silica is known to be a human carcinogen. Its potential presence must also be taken into consideration when developing a Health and Safety Plan for the Operation and the local Community.

All personnel should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

Therefore, worker safety statutes and regulations for handling ash with heavy metals, such as lead and asbestos, shall be followed at all times.

2.5 Worker Safety

All A&M Contractor, DDHTR Contractor, and subcontractor personnel shall prepare and operate under their own Site Specific Health and Safety Plan developed and signed by a certified industrial hygienist, or other registered safety professional, working for or hired by the A&M Contractor and separately the DDHTR Contractor. The presence and disturbance of asbestos and heavy metals are the primary health hazards that need to be addressed in these Health and Safety Plans. Also, the falling of damaged and potentially dangerous dead and dying trees and limbs impacted by the fires is expected to be another major safety issue.

Fall hazards are present on sites with chimneys, partially remaining structures, and burned trees. Physical hazards (i.e., slips, trips, and falls) are also present from exposed foundations, glass, metals, and debris. Additional hazards may be present if hazardous materials or medical wastes are discovered during the removal. Utilities such as (i.e., electrical, gas, cable, telephone, dead/dying or damaged trees, and sewer) are unmarked and must be accounted for during debris removal operations. Sometimes, wildfires may even burn out underground tree root systems resulting in dangerous underground holes that could collapse when loaded by personnel and/or equipment. The weather may also pose hazards from excessive heat, lightning, rain, and high winds.

Site personnel shall operate vehicles and equipment in a safe manner to ensure the safety of its employees and the public, pay particular attention to operations around local roads, and take all necessary and reasonable precautions. Site personnel must identify and document the number and location of downed power lines, dangerous trees, chimneys, and underground utilities.

Since fire debris removal Operations contain ash with elevated levels of heavy metals, silica, and/or friable asbestos, an exclusion zone must be established around each site during removal by the DDHTR Contractor. All personnel entering and leaving the exclusion zone shall be Hazardous Waste Operations and

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Emergency Response (HAZWOPER) trained and certified, respirator trained and medically cleared to use respirators, and to wear Level C protective personnel equipment (PPE), including Tyvek coveralls depending on the work zone and hazard level. Other PPE required for working in heavy equipment worksites should be worn as designated in the A&M Contractor's and DDHTR Contractor's Health and Safety Plans. To reduce exposure, site personnel shall use designated eating areas exterior to the exclusion and transition work zone and handwashing stations.

The DDHTR Contractor shall also be aware of and prepared for providing instruction and necessary PPE for other hazards such as pandemics (i.e., Covid-19, etc.) and other local or regional health concerns.

2.6 Operation Cost Tracking

Operation costs that can be directly attributed to an individual property shall be tracked by both A&M Contractors and DDHTR Contractors on a per Assessor's Parcel Number (APN) basis. These are designated as "individual property costs." Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as IMT approved community cost, include, but are not limited to the following:

A. A&M Contractor and DDHTR Contractor Delays and Non-Workdays,

B. Operational Crew Mobilization/Demobilization,

C. Operation management,

D. Community health and safety activities, and

E. Community air monitoring activities.

In the event costs are incurred relating to public properties such as government buildings, certain schools, and institutions, those costs will be tracked pursuant to written direction provided by the User Agency's Contract Manager (CM). In all cases, A&M Contractors and DDHTR Contractors are required to track costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions in the User Agency Contract.

2.7 Operation Roles and Responsibilities

The debris removal operation will be managed per the User Agency Contract and, in particular, by these Special Provisions set as part of the Contract. This Operation will be managed in accordance with the Standardized Emergency Management System (SEMS), utilizing the Incident Command System (ICS) for field response. ICS is the model management tool used in disaster response and recovery scenarios for the command, control, and coordination of all agencies and/or private entities working on an incident. The User Agency and/or other State Agencies will likely fill all of the following positions (listed in these Special Provisions), including

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Incident Commander (IC), Planning Section Chief (PSC), Finance Section Chief (FSC), Operations Section Chief (OSC). The A&M Contractor will likely fill the following positions: Branch Directors (BDs), Division Supervisors (DSs), Task Force Leaders (TFLs), and other specific positions used to manage these operations. User Agency's CM will directly manage the A&M Contractor and DDHTR Contractor.

During the course of this operation, the Joint Field Office (JFO) Planning Section, in coordination with the PSC, will publish the Incident Action Plan (IAP) once every operational period. The length of an operational period is determined by need, as determined by the State Coordinating Officer. The IAP will contain the specific personnel assigned to the various roles in the operation. The IAP will contain the contact information for the personnel assigned to the operation.

2.8 Documentation

The A&M Contractor will document activities for each individual site according to the procedures established by the IMT and CM. Photographs taken before, during, and after debris removal shall include the property address, either by using the installed Operation sign or whiteboard with full address if the Operation sign is unavailable. Alternatively, the A&M Contractor shall include GPS coordinates affiliated with these photos. The TFL will document all relevant activities and property conditions, including issuing tickets for each truck that transports debris or other materials from the property on which debris removal is occurring.

The User Agency A&M Contractor(s) will collect and organize all site and administrative documentation and make the documents available electronically. The User Agency A&M Contractor(s) will also review the DDHTR Contractor invoices and recommend payment for User Agency. The tracking and documentation will be consistent with the current FEMA debris removal standard for reimbursement as practicable (whether or not this is a federally funded operation).

A. Electronically Collected Property and ROW Data

All A&M Contractor electronically collected data shall be compatible with existing State data management systems such as ArcGIS, ESRI products, etc. A&M Contractor databases should be available for integration and syncing with State systems via an API interface. Documentation of and data related to complete operational and financial work shall be retained until twelve (12) months after the termination of the A&M Contract and in a system that allows for State access and review within twenty-four (24) hours of data entry on a daily basis. Parcel-specific documentation and data will be robust enough to support:

1) Operational scheduling and project planning.

2) Public-facing information platforms such as maps and dashboards.

3) Requests for information from property owners.

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4) Cost recovery requirements.

B. Track and Log Each Truck

The DDHTR Contractor Debris Trucks. Water Trucks, Street Sweepers, and other operational equipment deemed appropriate by the IMT will be equipped with GPS devices and/or capabilities provided by the A&M Contractor. These devices shall be operational during the workday so that the DDHTR Contractor, the A&M Contractor, and the IMT can keep track of all DDHTR Contractor vehicles during the operation for safety purposes and to monitor productivity. The Trucks will be tracked to assure they are where they are expected to be per the properties and end use facilities that they have been directed to haul their loads to.

C. Record Trucks Identification Numbers

All DDHTR Contractor Trucks will be provided a placard or other visible means of identification as part of the Operation to be displayed prominently to identify trucks that are part of the operation. These placards shall be provided for each truck once they pass their DOT inspections, conducted as part of this operation. Trucks will also be given a barcode sticker to be placed externally on the truck in an easily accessed location by the A&M Contractor in order to more easily identify the specific truck as it enters a debris removal site and an end use facility. Placards shall be covered when a truck is being used for a non-DDHTR Contractor directed use.

D. The A&M Contractor shall collect and track renewable diesel fuel usage by the DDHTR Contractor on a monthly basis and keep the User Agency apprised on a regular basis.

E. The DDHTR Contractor commits to use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement is described in further detail in Section D item 28) below.

F. Collect and Organize Debris Removal Documentation Through Web-Based Database

The A&M Contractors shall collect, organize, and maintain all project-related documentation utilizing GIS and other database software as described in the A&M Contractor Agreement “Scope of Work, Both Operations: Section A. GIS Services.”

G. Prepare Site-Specific Final Reports and Database

The A&M Contractor shall prepare final reports summarizing work completed on each property or ROW segment and provide a summary of costs incurred on that

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property as described in the A&M Contractor Agreement “Scope of Work, Section 5.E.2 Project Completion Documentation”.

Also, provide an overall operational report of work completed, including EPP compliance and any issues encountered and how they were addressed.

3. OVERVIEW OF OPERATIONS

3.1 Overview of Operations (DDHTR Contractor, A&M Contractor)

The operation will follow a systematic approach to removing debris off the property. The overall work in the operation will be divided up among technical A&M Contractors, local, State, and possibly Federal agencies, and DDHTR Contractors. The debris removal sequencing is outlined below, work outlined is delineated by the DDHTR Contractor described as and the A&M Contractor:

A. Initial Burn Scar Areas Reconnaissance:

1) Obtain, analyze, and evaluate burn scar area-wide background soil samples to inform the preparation of the operational cleanup goals (A&M Contractor).

2) Obtain, analyze, and evaluate background air quality to establish safe levels for the project (A&M Contractor).

3) Identify water (dust control and street sweeping, etc.) and electrical sources and obtain permits as required (DDHTR Contractor).

4) Identify equipment and material staging area (DDHTR Contractor).

5) Identify materials disposal and recycling options (DDHTR Contractor).

6) Identify and document immediate Erosion Control needs to protect waterways from contamination by hazardous ash and debris (A&M Contractor + DDHTR Contractor, County, and the State Watershed Task Force (SWTF)).

7) Perform Vehicle Identification Number verifications (or vehicle abatements or adjudications) prior to removal of burned vehicle hulks ((appropriate State or Local law enforcement or authorized public agency employees)).

8) If it is not possible to conduct such abatements on-site, then the DDHTR Contractor shall provide a permitted site at which such abatements can occur off the debris removal APNs where such abatements can occur safely, by the appropriate State or local law enforcement or authorized public agency employees.

9) Conduct initial visual and video survey of roadways and infrastructure along those roads that the debris cleanup operations could potentially impact. These videos will be used to compare with a visual review of the same

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roadways at the end of the operation; therefore, they must be of quality to assist in assessing the likely impact of the operation on these roadways. Prepare engineering reports of road conditions if requested to do so by the User Agency (A&M Contractor).

B. Initial Environmental Assessment of the Burn Scar Areas (State or User Agency or A&M Contractor as directed by the User Agency):

1) Evaluate Federal National Environmental Policy Act (NEPA – for Federally-funded operations or operations located on federal lands) requirements for the protection of the environment including, but not limited to surface water, endangered species, and cultural resources as required by law, consultation, and California Environmental Quality Act (CEQA) requirements and in the EPP. The EPP includes the required best management practices (BMPs) and Avoidance and Minimization Measures (AMMs) from Federal consultation to be implemented by the DDHTR Contractor as part of the Operation (State, User Agency, or A&M Contractor as directed by the User Agency).

2) Develop an Operation Specific EPP (User Agency or A&M Contractor as directed by the User Agency)).

3) Coordinate with local, state, and federal resources agencies with respect to these requirements when conducting work (DDHTR Contractor).

4) Develop an Operation Specific EPP (State's Environmental Task Force).

C. Individual Property Site Assessments, Asbestos Surveys, and Hazard Tree Assessments:

1) Install individual address signs for each property with a signed ROE. This new sign will assist in the accountability and direct emergency services to the proper address. A&M Contractor will also Contact Underground Service Alert (USA) or other utility locator service to verify the location of the sign will not impact local utilities (A&M Contractor).

2) If properties in the operational area are on septic systems, identify septic tank and leach field locations on each property (To be verified by: 1. Property Owner through ROE, 2. City/County, 3. A&M Contractor, and 4. DDHTR Contractor to mark). DDHTR Contractor is ultimately responsible for damaged septic tanks and leach field systems) (All).

3) Identify water wells on properties not serviced by the local water agency (1. Property owner, 2. City/County, 3. A&M Contractor).

4) Photograph each site from all sides to document all aspects of the property, both burned and non-burned items (A&M Contractor).

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5) Sketch property boundaries, including ash/structure footprints, and delineate locations of visible septic tanks, leach fields, water sources, imminent threat hazards to the DDHTR Contractor. Describe the type of foundation(s), sketch other hardscapes and vehicles (A&M Contractor).

6) Sketch and record ash footprints in addition to structures (i.e., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges, etc., (A&M Contractor).

7) Identify and photograph other property-specific hazards (i.e., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks) (A&M Contractor).

8) Conduct Mercury and Radiological site survey sweeps, with ash and debris footprints on all program properties, using handheld equipment described in Sections 5.6 and 5.7 below.

9) Identify and contact the Owner of large partially damaged or undamaged propane tanks (A&M Contractor).

10) A&M Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct surveys to identify, sample, and analyze results for suspected gross asbestos-containing materials, including concrete foundations and mortar (A&M Contractor).

11) If Chimneys or partial walls are to be knocked down for asbestos assessment crews to assess for ACM, Contact and obtain permits from the local Air Quality Management District (AQMD) or State Air Resources Board (ARB), whichever is the regulating agency, a minimum of one (1) week prior to knocking down chimneys or partial walls regarding NESHAP notification, if necessary. Document CAC clearance of abated parcels (A&M Contractor).

12) The A&M Contractor's Task Force Leader or Crew Leader assigned with the chimney tipping crew shall contact the property owner no less than twenty-four (24) hours prior to DDHTR Contractor tipping a chimney to verify if the property owner wants to be present or has any items to be saved. The A&M Contractor shall inform the Chimney tipping crew of any limitations or concerns prior to commencing with the chimney tipping.

13) Knock down Chimneys and/or partial walls for CAC/CSST to safely assess them for asbestos-containing materials (DDHTR Contractor).

14) Assess the parcel or segment of right-of-way (ROW) for eligible hazard trees, as described in the "Hazard Tree Assessment" section (A&M Contractor), and danger trees threatening the ability of the debris crew to work safely (DDHTR Contractor).

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15) Ensure placement of biodegradable erosion control BMPs for immediate protection of waterways, culverts, drainage inlets, etc., after debris and hazard tree (if any) removal (DDHTR Contractor).

16) If non-residential properties are added to the Operation, the A&M Contractor shall provide the following services for each such property:

a) Evaluate the property based on zoning.

b) If the presence of hazardous materials is clearly a concern or unknown, conduct an Envirostor search (DTSC website).

c) If the presence of hazardous materials is still unclear, conduct an Environmental Site Assessment (ESA) by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR) or an equal provider.

If the results indicate the possibility of hazardous materials A&M Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. analyzing for all appropriate constituents of concern for purposes of proper disposal of materials removed.

D. Disaster Debris Removal (DDHTR Contractor, A&M Contractor).

1) Utilizing qualified biologists, assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, and stormwater (A&M Contractor).

2) Check for underground utilities by alerting Underground Service Alert (USA) for public right of way (DDHTR Contractor).

3) Check for underground utilities by using an independent private utility locator service for private ROW, if necessary (DDHTR Contractor).

4) Acquire necessary encroachment permits for work along public roadways from appropriate agencies, including California Department of Fish and Wildlife, Caltrans, County. City, Town, etc. (DDHTR Contractor).

5) Remove gross asbestos-containing materials for those properties where asbestos is found or suspected as identified by the A&M Contractor's CAC/CSST (DDHTR Contractor's ACM Removal entity).

6) Remove privately owned, fire-damaged propane tanks, less than thirty (30) gallons that have been marked as non-hazardous (DDHTR Contractor).

7) Remove privately-owned, fire-damaged propane tanks thirty (30) gallons or larger if directed to do so by the User Agency. DDHTR Contractor's safety officer shall prepare a detailed plan, to be approved by the IMT, describing

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the process of how the DDHTR Contractor will safely render thirty (30) gallon or larger fire damaged propane tanks non-hazardous and remove them for recycling after checking with the A&M Contractor and the IMT that the tank should be removed (DDHTR Contractor). The plan should include the removal of tanks that may have residual propane. These plans may include hiring a third party to assist in rendering the tank safe and tank removal.

8) Initiate contact with property owners twenty-four (24) to forty-eight (48) hours prior to commencement of debris removal and hazard tree removal to notify them of the estimated commencement of debris removal and hazard tree removal (if any) activities. If unable to establish contact, document the number of attempted contacts and who authorized debris removal to move forward (A&M Contractor).

9) Prior to any debris removal activities, A&M Contractor's TFL and DS to conduct a 360-degree Site Walk with the DDHTR Contractor's Crew Lead/Operator prior to commencing with any site work (including debris consolidation), review the property owner's ROE comments and requests, verify the extents of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, drop-offs, etc.), or that the property owner wishes to keep. A&M Contractor to mark such items clearly and, if applicable, relocate such items on top of plastic and away from the immediate on-property debris removal operational area. Determine how and where the operator intends to load the trucks. Determine limits of the Exclusion zone.

10) Fell danger trees that are an imminent threat to the Debris Removal Crew (DDHTR Contractor).

11) Remove any existing erosion control BMPs, such as wattles or compost socks and sediment collected. These BMPs must be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint (DDHTR Contractor).

12) Remove vehicles for recycling or disposal in accordance with the IMT's direction on VIN verification. If VIN verification cannot be performed on the property, The DDHTR Contractor shall provide the state with one or more locations at which the state or local government can safely verify VINs for each vehicle, then transport vehicles for recycling or disposal (DDHTR Contractor).

13) The A&M Contractor shall open a ticket for each vehicle that is removed from the property and delivered to a separate VIN verification site. A vehicle ticket will be closed upon arrival of that vehicle at a recycling or end use facility (A&M Contractor).

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14) The DDHTR Contractor should take into consideration that the vehicles will not necessarily be abated/adjudicated on the same day it arrives at this(ese) locations. Therefore, these abatement locations may need to be sized to accommodate vehicle storage to support the vehicle:

    a) Delivery rate

    b) Abatement rate and

    c) The removal rate for recycling.

15) For the purpose of this MSA, it is assumed that for a:

    a) Category 1 Operation the vehicle capacity should be assumed to be fifty (50) vehicles.

    b) Category 2 Operation the vehicle capacity should be up to two hundred (200) vehicles.

    c) Category 3 Operation the vehicle capacity should be up to five hundred (500) vehicles.

16) Collect, consolidate, and remove metals for recycling (DDHTR Contractor).

17) Collect, consolidate, and remove ash and debris for disposal. The equipment operator shall take care to minimize the mixing of ash, debris, and concrete with the underlying soil (DDHTR Contractor).

18) Collect, consolidate, and remove concrete for recycling (DDHTR Contractor).

19) Collect, consolidate, and remove six (6) inches of contaminated soil from the ash and debris footprint for disposal or landfill reuse for cover soil, as determined by the CM, in support of the IMT (DDHTR Contractor).

20) Document all of the above-mentioned debris loads (metal, ash, debris, concrete, contaminated soil) by opening a load ticket for each load that leaves the property. Load tickets shall be issued at the parcel of origin and closed upon arrival at the end use facility. Load tickets shall include the parcel of origin APN, name of end use facility, tonnage, and date and time of departure from property and arrival at the end use facility (A&M Contractor).

21) Cap all sewer lines and/or water lines found open or damaged due to debris removal (DDHTR Contractor).

22) Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil (DDHTR Contractor, A&M Contractor to monitor).

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23) Place any remaining HHW on a sheet of plastic near the property entrance (DDHTR Contractor).

24) Contact the DTSC contact person to place such items on the DTSC "milk run" list for DTSC's contractor to pick up at their convenience (User Agency or A&M Contractor if directed by the User Agency).

25) A&M Contractor TFL, together with the DDHTR Contractor's laborers, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. If applicable, ensure that trip hazards are identified with brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary fencing is installed around any fall hazards or holes. Any damage to the property, utilities, or other private property caused during debris removal shall be documented by the A&M Contractor (A&M Contractor and DDHTR Contractor).

26) The TFL shall contact both the A&M Contractor DS (or designee) and the User Agency OSC, or designee, with at least an hour or more of lead time before they can conduct the intermediate site walk to confirm that the site is sufficiently cleaned of debris and should be cleared for soil sampling. Then the DDHTR Contractor's crew can mobilize to the next assigned site on the PSC's runway.

27) Prior to forecasted storm events, install temporary BMPs on active properties near waterways, as directed by the User Agency's OSC and approved by the IMT and the CM. (DDHTR Contractor).

28) The DDHTR Contractor shall use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement:

   a) Applies to work that the DDHTR Contractor (including subcontractors) perform.

   b) Applies to heavy equipment, including but not limited to excavators, skid steers, cranes, specialized heavy-duty tree felling equipment, chippers, grinders, and other off-road diesel-fueled equipment.

   c) Applies to debris and woody materials on-road transport vehicles.

   d) Does not apply to vehicles registered to operate on public roads when those vehicles are used solely to deliver materials, supplies, or fuels to the job sites. Renewable diesel is a biomass-based diesel fuel that meets the ASTM D975 specification for diesel fuel.

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e) DDHTR Contractor shall provide, at a minimum, regularly scheduled reports documenting the satisfaction of this requirement. The DDHTR Contractor shall submit a final report providing cumulative data and reporting requirements prior to User Agency's Final Payment. DDHTR Contractor shall submit reports at regular intervals throughout the term of the Agreement based on the User Agency's Contract Manager's direction. The User Agency may choose to use the A&M Contractor to keep track of the renewable diesel fuel usage.

E. Confirmation Sampling (A&M Contractor):

1) Sample and analyze soil, as described in the User Agency Soil Sampling Plan (A&M Contractor).

2) Compare soil results to cleanup goals developed by the A&M Contractor (A&M Contractor and the User Agency's OSC or designee).

3) If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals, as directed by the User Agency's OSC or designee, for disposal (DDHTR Contractor) and the site re-sampled (A&M Contractor).

4) If applicable, other means and methods may be utilized to meet soil cleanup goals such as soil borings or X-ray fluorescence (XRF) analysis (A&M Contractor at the direction of the User Agency's OSC or designee).

F. Implement Erosion Control (DDHTR Contractor. A&M Contractor – monitors and documents).

1) If results are less than or equal to cleanup goals and are approved by the User Agency or designee, the DDHTR Contractor shall prepare the site for final erosion control (DDHTR Contractor) and certification (A&M Contractor).

2) Place required storm water best management practices to control sediment runoff from each remediated property, as identified in the EPP and Section 8.1 Erosion Control Methods, or as otherwise directed by the User Agency's OSC or designee. Typically, erosion control is placed on the downstream side of structure footprints where debris was removed, including the placement of wattles or compost socks and hydromulch (no seeds) (DDHTR Contractor).

G. Hazard Tree Felling

1) Review the hazard tree assessment prepared for each property with the A&M Contractor's Arborist and/or TFL to determine if prepared prior to commencing with the debris removal work. The hazard tree felling crew supervisor will decide how the tree felling will be accomplished and inform the

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TFL prior to commencing work. No hazard trees will be felled in structural ash and debris. If it is, the tree and all its cuttings and grindings shall be considered ash and debris and disposed of as such (DDHTR Contractor and A&M Contractor).

2) Submit permits required by forest practice rules for felling and transporting trees to end use facilities (DDHTR Contractor's LTO with support of the A&M Contractor's RPF).

3) Assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, Forest Practice Rules, and stormwater (A&M Contractor).

4) Fell hazard trees as identified and marked by the A&M Contractor's Arborist, stumps will be flush cut (within 6-inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the IMT (DDHTR Contractor).

5) Perform monitoring, oversight, and documentation of the felling and removal of every Hazard Tree removed. Open a ticket for each arborist marked hazard tree felled (A&M Contractor).

6) Document with the IMT approved GIS (ESRI) – or compatible data collection software, all hazard trees removed, to include the following items (A&M Contractor):

   a) Photograph after removal showing the identification number on the remaining stump.

   b) Date of removal.

   c) GPS coordinates of each tree felled.

7) Once the marked trees are felled, limbs and tops are processed as necessary and cleared off of each property; the TFL shall document and mark the tree stumps with their original markings (prior to cutting) and take a photo and GPS the stump location. This information shall be logged into the A&M Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day (A&M Contractor).

H. Hazard Tree Removal.

1) Felled hazard trees and other vegetative debris will be collected and removed from the site within one (1) week (seven (7) days) of felling or as directed by the User Agency's Operations Lead (OSC or Debris Group Supervisor, as applicable). Trees may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to wood

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material end use facilities at the discretion of the DDHTR Contractor. A small amount of chips may be left on site for erosion control purposes as defined in the EPP and these Special Provisions. In some instances, at the discretion of the User Agency's OSC and State environmental lead, vegetative debris may be "lopped and scattered" if the process of removal may cause environmental harm. Such activities must meet the forest practice rules and the permit(s) requirements. (DDHTR Contractor).

I. Documentation Tracking and Consolidation (A&M Contractor).

1) Document all activities on each site, such as property owner interaction, daily truckloads, etc.

2) Track and log each truck used and the total quantities and types of materials transported to landfill or end use facility.

3) Record truck's identification numbers and type of material removed by each truck from each property.

4) Collect and organize DDHTR documentation through a web-based database.

5) Prepare site-specific final reports and database (at CM's direction) for delivery to User Agency. These reports shall be finalized within three (3) months after the final property sign-off (FSO) report has been signed by the User Agency's OSC or designee.

3.2 Incident Action Planning

During the course of this operation, the PSC will publish the Incident Action Plan (IAP) once every operational period. The length of the operational period will vary depending on the incident and can vary throughout the operation. The IAP will contain the incident objectives, specific personnel assigned to the various roles in the operation, work assignments, safety information, and contact information.

The Incident Action Plan will be developed pursuant to the Action Planning Process, which is summarized below:

A. Objectives Meeting: The IMT will review progress over the prior operational period, anticipated resource availability, limiting factors, and strategic goals to set objectives for the operational period. This meeting may be held informally or as part of other IMT meetings.

B. Tactics Meeting: The OSC and PSC will lead a Tactics Meeting with all Contractors (both A&M Contractor and DDHTR Contractor) to establish resource orders and work assignments necessary to meet incident objectives.

C. Planning Meeting: The OSC and PSC will present the Incident Action Plan to the IMT and stakeholders for comment, review, and approval.

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4. PRELIMINARY OPERATIONS

4.1 Permits

All on-site debris removal work will be performed between the hours of 7:00 a.m. to 6:00 p.m. PT, Monday through Saturday, or adjusted as specified by local noise ordinances. Debris removal crews may commence pre-work health and safety briefings at the beginning of a shift and post-shift meetings at the end of shift, outside of these allowed operational hours, which should not impact compliance with the noise ordinance.

Table 4 lists the requirements and permissions anticipated for the Operation.

Table 4. Summary of Permit Requirements

Requirement/ Permission	Entity Responsible for Obtaining	Comments
Property owner Site Access/ Authorization for ROE and Access only ROEs	Counties	Owners require executed forms before work can begin on their property.
Property owner Access only Agreement	Counties	Executed forms from non-User Agency program property owners to provide access to properties that are part of the User Agency program.
California Environmental Quality Act (CEQA)	Exempt	Operations undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed because of a disaster are exempt from CEQA. Public Resources Code, sections 21080(b) (3), 21172; see also, 14 CCR 15269(a).
Section 1602 or 1610 Streambed Alteration, California Department of Fish and Wildlife (CDFW)	CDFW; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with CDFW for removal of dangerously burned trees. Typically, the Operation does not include work in, or through, a streambed. If a stream crossing is necessary to access and remove burned debris, User Agency

Requirement/ Permission	Entity Responsible for Obtaining	Comments
		will **c**onsult with CDFW to determine whether work is consistent with the EPP or will need to submit a Lake or Streambed Alteration Program Notification of Emergency Work Permit to CDFW within fourteen (14) days of commencing with streambed crossing.
Federally Funded or on Federal Property Follow National Environmental Policy Act (NEPA)	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will Consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally protected resources (i.e., waters of the US, etc.) endangered species, and historical and cultural artifacts, etc. to be addressed and incorporated in the EPP.
Federally Funded or on Federal Property -- Federal Section 7 Permit for Federally Endangered Species	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally endangered species or endangered species habitat as described in the EPP. Including the submission of final reports per the direction of the FEMA consultation with USFWS and/or NOAA Marine Fisheries Service. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property – Section 106 National Historic Preservation Act assessments	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA, who will consult with the State Historic Preservation Office (SHPO) to determine if there are any archeological sites of interest/concern within the footprint of the debris removal operation. If so, determine how to mitigate, as addressed in the EPP. A&M will provide Archaeologists to perform assessment and monitoring and draft and submittal of final reports per the direction of the

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
		FEMA consultation with SHPO. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property ---- US Army Corps of Engineers (USACE) Non-Reporting Nationwide 33 Streambed crossing or Regional General Permit to address Clean Water Act (CWA) Section 404 Regional General Permit for Clean Water Act Section permit	User Agency or its A&M Contractor	User Agency PSC, OSC, and/or its A&M Contractor will consult with the USACE regarding the applicability of the Nationwide 33 permit for the emergency response/recovery activities affiliated with the operation or whether a Regional General Permit to address CWA Section 404 is required. Permit applications will be submitted per February 10, 2016, Updated Map and Drawing Standards, including the use of sub-meter accurate GPS readings for the Ordinary High Water Mark. As addressed in the EPP, a 401 Permit approval from the local Regional Water Quality Control Board (RWQCB) may be required.
401 Permit	CalEPA State Water Resources Control Board; User Agency or its A&M Contractor	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with the RWQCB and submit the information required for review and approval as addressed in the EPP.
Laydown and storage yards and other necessary operations supporting facilities will likely require National Pollutant Discharge Elimination System (NPDES) Stormwater permits	DDHTR Contractor for support facilities. Some support by the A&M Contractor	DDHTR Contractor will coordinate with the landowner, the City or County land use municipality, and the RWQCB to apply for and obtain NPDES permits as required and install and maintain necessary BMPs.
Road Use or Special Permits for accessing private properties from roads on Federal	DDHTR Contractor for access across roads on federal lands. EHP	Permits will require biological and historical preservation assessments and likely BMP protections to be installed, maintained, and ultimately removed.

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
lands (BLM, USFS, etc.)	support from the A&M Contractor. Plus, it may require additional assistance from state agencies and User Agency CM and /or OSC or designee.	
CalFire Forest Practice Rules Permits for Timber Harvest activities (1104.1b, 1039g, 1052).	DDHTR Contractor's LTO to prepare, sign, and implement permit(s) and their requirements. May obtain assistance from A&M Contractor's RPF.	Prior to felling any Hazard Trees, the DDHTR Contractor shall confer with the CalFire Regional Office and the RWQCB representatives to confirm necessary permits and/or confirm applicable exemptions, then submit obtain and implement required BMPs and AMMs, under A&M Contractor Forester's oversight and support.
County Encroachment Permit	DDHTR Contractor (May be waived)	Use of temporary trailers or storage units on County ROW will require the submittal of an application.
County Demolition Permit	User Agency (may be waived)	Counties to issue a blanket permit to demolish all structures destroyed by the fire under this program.
Air District Asbestos Demolition Permit/ Notification	User Agency (may be waived)	User Agency or its A&M Contractor will make appropriate notification to local Air Quality Management District (AQMD), California Air Resources Board (CARB), and/or Federal EPA for demolition of any remaining standing structures and chimneys that fall under the requirement, as necessary.
Site Hazardous Waste Transport	User Agency	User Agency will submit an emergency Department of Transportation (DOT) waiver to allow for the transport and consolation of hazardous materials at a predefined staging area within the immediate burn scar area.

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
Traffic Control (city, county roadways, and state highways	DDHTR Contractor	User Agency DDHTR Contractors apply for and obtain all road and highway permits in support of these operations and will supply necessary signage as required by the permitting agency(ies).
Hazardous Waste Disposal	User Agency	User Agency will contact the DTSC if any household hazardous waste is found on properties. User Agency will direct DDHTR Contractors to place such materials at one location on each property and/or in an environmentally protective, safe, and secure storage area (as appropriate) and arrange for the DTSC to make special collection trips, "milk runs," to collect and appropriately transport and dispose of such materials.
Temporary Heliport Authorization	CalTrans	For temporary take-off and landing facilities related to debris or tree removal via helicopter.

4.2 Background Soil Assessment (User Agency/ A&M Contractor)

User Agency and its A&M Contractor will identify regions with potentially differing soil types within the footprint of the Incident. The A&M Contractor shall also review geologic maps and look for signs of anthropogenic disruptions such as mining operations, disposal sites, contamination from previous disasters, other such activities that could have an impact on the background soils sampling locations as well as on the confirmation soil sampling that will take place after the debris has been removed from program properties. A&M Contractor, with approval from User Agency, shall determine if levels above clean-up goals are the result of the incident fire ash and debris or from pre-existing conditions.

Soil samples in the vicinity but not in the ash impacted area will be collected and analyzed to establish the natural or anthropogenic occurring metal concentrations around the Incident. A California-certified laboratory will analyze these samples for California Code of Regulations (CCR) Title 22 metals. Samples will be collected. These samples will also be analyzed for moisture content which the A&M Contractor will use to correct the concentration of the metals to determine dry metals concentrations from analytical results.

In addition, if directed by the User Agency's OSC, baseline assessment samples shall be taken at truck staging areas and equipment yards. These samples shall be analyzed for CCR, Title 22 metals, Total Recovered Petroleum Hydrocarbons (TRPH), benzene,

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toluene, ethylbenzene, and xylene (BTEX) analysis by a California-certified laboratory. Results from these samples will be used to establish a baseline, and additional samples will be collected upon demobilizing to ensure no residual material or hydrocarbon spill was left behind. The DDHTR Contractor will be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the A&M Contractor following appropriate predetermined soil sampling and analysis protocols.

4.3 Air Monitoring (A&M Contractor)

Prior to the commencement of debris removal, User Agency and its A&M Contractor will prepare an operation air monitoring plan that will be reviewed and approved by the User Agency's IMT. This plan shall follow all local, regional, state, and federal requirements for the types of activities included in these Special Provisions. The background, community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos.

Once the Air monitoring Plan is approved, the A&M Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from the community and highly sensitive receptor areas as determined by the User Agency's IMT or designee and the A&M Contractor. The A&M Contractor will include conducting debris removal property air monitoring on typically one-third of the properties that are actively having debris removed on a daily basis.

Once debris removal commences, ongoing air monitoring in the community and at the selected debris removal property will be performed as outlined in the User Agency's OSC approved Air Monitoring Plan. Community and selected debris removal property air sampling shall take place during debris removal operational hours only.

Air monitoring results shall be reviewed and submitted to the User Agency's OSC and/or Designee and the State H&S Officer within one (1) day of receipt of results from the analytical laboratory (on a maximum of seven (7) day turnaround schedule). The A&M Contractor shall flag any exceedances to the IMT.

4.4 Water Source (DDHTR Contractor)

The DDHTR Contractor will be responsible for obtaining water use permits, complying with permit conditions, and monitoring water usage from water hydrants or other approved and permitted water sources (i.e., lake, river, stream, etc.), using a meter or other required and approved method of tracking water usage. The State will identify a water source before DDHTR Contractor work commences.

4.5 Underground Utilities (A&M Contractor and DDHTR Contractor)

Notify Underground Services Alert (USA) at least forty-eight (48) hours prior to ground disturbing activities such as installation of the property address signs (A&M Contractor) and (DDHTR Contractor). Check for underground utilities by using an independent

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private utility locator service for private ROWs, if necessary (A&M Contractor and/or DDHTR Contractor).

4.6 Identify equipment and material staging area (DDHTR Contractor)

Each contractor will provide the location of their equipment/office staging areas and any additional temporary facilities that support debris and hazard tree removal operations. Depending on the burn area and complexities of remote operations, the DDHTR Contractor may determine those temporary facilities, such as Temporary Debris Management Sites (TDMSs), storage facilities, laydown areas, vehicle adjudication facilities, equipment maintenance yards, and housing base camps, may be required to efficiently meet operational goals.

The Environmental Protection Plan (EPP) waiver coverage shall not likely apply to debris removal operations activities, such as those mentioned above, for which local agency permits may be required. The local agencies for each county will likely require the need to obtain:

A. An Industrial General Permit from the Regional Water Board and develop a Storm Water Pollution Prevention Plan (SWPPP) and all applicable specific rules in the EPP.

B. May require a land use permit, depending on the property zoning and local agency requirements.

C. In some circumstances, soil sampling may need to occur before and after site usage.

D. If the Operation is either federally funded or the temporary facilities are intended to be located on federal land, the Contractors shall work with the User Agency to consider these facilities for compliance under the National Environmental Policy Act (this process could take two weeks to ninety (90) days).

    1) In this case, the Contractor(s) shall produce a site-specific plan to the User Agency's Environmental Lead, including:

        a) Address/Location.

        b) Aerial map showing the active use boundaries.

        c) Uses a description of the site.

        d) A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.

        e) Contractor(s) shill have a USFWS qualified biologist perform a desktop review and field evaluation of the work site for Section 7 of the Endangered Species Act.

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i. Provide CNDDB and ECOS Critical Habitat review.

ii. Provide documentation of a field visit with photographs and notes.

f) Contractor(s) shall have an SOI qualified archaeologist perform a desktop review and field evaluation of the work site for Section 106 of the National Historic Preservation Act.

i. Provide CHRIS review (keep confidential and forward to FEMA EHP).

g) If applicable, contractors will apply for Section 404 of the Clean Water Act permit, and provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains.

h) Contractors will document that the site is not on the Hazardous Waste and Substances sites from DTSC's "Cortese list."

2) Contractor(s) shall be prepared to allow Local, State, Federal, or Tribal representatives to conduct environmental evaluations or follow up inspections.

E. Consultation with ALL affected California Native Tribes, if any.

F. Permits will be collected for Public Assistance and Environmental and Historic Preservation Records (send them to the Environmental Lead).

4.7 Temporary Debris Management Sites (DDHTR Contractor)

Temporary Debris Management Sites (TDMSs) generally consist of a temporary ash and debris stockpile, a protective berm, and operational areas allowing for trucking access. The site shall be enrolled for coverage under State Water Resources Control Board Order WQ 2020-0004-DWQ (https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2020/wqo2020_0004_dwq.pdf), General Waste Discharge Requirements For Disaster-Related Wastes (General Order). A&M Contractor shall provide monitoring of Operations at TDMS, including community air monitoring services.

DDWTR Contractor shall note that the following conditions shall be enforced for the operation of the TDMS. The conditions are mandatory for its continued use. Violations of the conditions will be reported to the User Agency. If the IMT determines there is a violation, the DDHTR Contractor will be informed of such violations. A violation will incur a minimum delay in operations for twenty-four (24) hours. No inbound or outbound ash and debris transports can be processed during that time. Individual property ash and debris removal operations can continue but without the use of the TDMS. If a violation is not resolved within twenty-four (24) hours of notification from the Contract Manager, the closure plan will be triggered.

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Health & Safety: The ash and debris stockpile area will be defined as an exclusion zone. DDHTR Contractor shall follow all exclusion zone procedures for the ash and debris stockpile area.

Operating Limit: The User Agency will define the maximum operating limit for each TDMS. A variance of ten (10) percent from the operating limit will be permitted. Any exceedance of the ten (10) percent variance will trigger a delay in operations for three (3) working days in which no inbound materials will be accepted. Temporary scales are used to determine the weight of inbound and outbound trucks. Materials can be removed outbound if it complies with the Dispatch of Trucks requirements.

The Operating limit will be calculated based on the quantity delivered to the end use facility. When they arrive at the approved end-use facility, pre-loaded truck quantities are subtracted from the pile quantity.

Site Operations Exclusion Zone: Includes all areas within the perimeter berm, not including the truck dumping and transfer truck loading zones. Staked red tape will designate the hot zone and shall be maintained. Level C Personal Protective Equipment (PPE) requirements shall be enforced within the exclusion zone.

Loading Zone: Includes the length of the longest anticipated transfer truck and trailer anticipated to be used by the DDHTR Contractor. A yellow caution taped off area of fifteen (15) feet wide by sixty-five (65) feet long section will be staked and maintained to designate the loading zone. This area will be identified as the warm zone. No materials will be dumped on the ground in the warm zone. Transfer trucks will be backed into and loaded within the loading zone. Materials spilled in this zone will be cleaned up prior to the transfer truck leaving the area and the next loaded truck being allowed to enter. This area will be inspected and cleaned once each transfer truck is loaded and at the end of the daily operations. If the underlying material is contaminated, it will be removed and replaced. The loading zone is located furthest away from all residents, the general public, or workers not affiliated with the TDMS.

Decontamination Zone: Includes an area for workers to put on and take off PPE as required in the Hot Zone. Decontaminate equipment and PPE items as needed in the work process.

Dispatch of Trucks: All trucks inbound and outbound shall be issued and carry truckload tickets. Loads inbound are received and dumped at the external edge of the hot zone. Loaders will transport the ash and debris to the excavator's debris pile and load the outbound transfer trucks. Outbound transfer trucks will only be loaded in the designated loading zone. As described above, the loading zone shall be specified and identified within the perimeter berm. Outbound trucks will receive their scale and load tickets to bring with them to the designated landfill expected to arrive on that same day. Outbound trucks can also be sent to the designated and approved pre-load site for delivery the following day. Trucks will be issued load tickets the next day if there is no pre-load site and are not expected to arrive before the landfill closes.

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Minimum staffing: DDHTR Contractor shall make a minimum of two (2) personnel available to operate the TDMS. A loading operator and dust control laborer is required for loading. Two laborers can work together to complete tasks. If two personnel are not on-site, the TDMS will be considered inactive. A plastic cover shall cover the pile of material while the site is inactive, during non-work hours (overnight), and all days when work is not occurring. No unloading or loading of materials can take place while the TDMS is inactive.

The staff operates the equipment at the facility, which shall include the excavator used for loading, loader for managing the consolidating materials, and a water truck and water buffalo for dust control. Staff will also assist with backing up trucks for loading and unloading.

Transfer Trucks: Outbound transfer trucks must follow the truck loading requirements as described in this document. All trucks loaded with ash and debris shall be lined with plastic sheeting and "burrito wrapped" with the plastic as described herein:

A. All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil plastic lined trucks and burrito wrapped to minimize any discharges on the roadways to the disposal site.

B. All loads shall be covered with a non-permeable tarp not less than fourteen (14) mil in thickness; this includes metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before being covered with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears greater than six (6) inches and cover the entire load. No auto tarps will be allowed for this purpose.

This will ensure that materials and dust do not escape out of the truck. The User Agency will consider relaxing this requirement if DDHTR Contractor can demonstrate that the trucks are sealed and no leakage can occur.

Dust Control: Dust control shall be maintained during all hours of operation. This includes when inbound trucks are dumping their loads, outbound transfer trucks are being loaded, and all times in between.

Storm Water Protection Weather events: A weather event shall be classified as a prediction of rain of 0.25 inches for the general area within twenty-four (24) hours by the National Weather Service. The continuous exterior perimeter berm shall be maintained during weather events, and no breaches of the berm will be allowed. Water that accumulates within the berm will be kept within the berm and allowed to evaporate. Any water removed from within the berm shall be considered contaminated. The User Agency and the appropriate Regional Water Quality Control Board shall be notified prior to the removal of this contaminated water from within the berms. If DDHTR Contractor deems it necessary to remove this contaminated water from within the bermed area, it will require sampling, analysis, and storage while awaiting the results of the lab

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analyses. If deemed necessary, the water may also require treatment as indicated by the lab analysis and the A&M Contractor.

Perimeter Berm: Shall be comprised of clean fill materials. The berm height shall be a minimum of three feet tall when measured from the surrounding existing grade. A plastic liner shall be incorporated into the berm as well as under the entire bermed area to prevent leakage. Water shall not be allowed to leak from the perimeter berm. The perimeter berm shall also be treated for dust control. One access point shall be allowed through the perimeter berm, for inbound loads to dump and for the loading zone. The access shall be a maximum width of twenty (20) feet. The access point in the perimeter berm shall be filled in with a three (3) foot tall berm to fully enclose the transfer operations when there is a forecast weather event. Rumble strips will be placed across the entire entrance and exit of the transfer station area to knock off dirt and mud that may have accumulated from trucks as they leave the transfer station. This area shall be inspected and cleaned as necessary at the end of each operational day.

The TDMS shall be maintained as necessary. This includes sweeping asphalt surfaces outside of the perimeter berm daily to limit track-out from debris hauling trucks.

Air Monitoring: Air monitoring shall be conducted, by the A&M Contractors air monitoring crew, during normal work hours. Air sampling stations will be placed upwind and downwind of the operations, on the perimeter of the transfer station, and between the TDMS and the general public. Laboratory analysis of the air monitoring samples will be completed. Results will be reviewed by the A&M Contractor and shared with the User Agency for possible refinement of the dust control plan.

Closure Plan: The closure plan is the plan of ending operations of the TDMS. This will include removing all waste materials brought from the site, decontaminating equipment and materials used, and removing materials to create the TDMS to include the perimeter berm, sacrificial layer, and underlying plastic sheeting. Cleanup of existing asphalt and surrounding surfaces shall also be completed. This may include removal of areas determined to be contaminated by way of soils sampling and testing from soils underlying the exclusion zone operating area by the A&M Contractor. The DDHTR Contractor will fully complete the site closure plan and demobilize within twenty-one (21) days of the notice from the User Agency.

4.8 Identify material disposal and recycling options (DDHTR Contractor)

The DDHTR Contractor is responsible for identifying all material disposal and reuse/recycling facilities to be used during DDHTR operations. These facilities shall have all appropriate operating permits and be pre-approved by the User Agency.

4.9 Identify immediate erosion control needs (DDHTR Contractor)

The State Watershed Task Force typically works to identify the Values at Risk for life safety and address these concerns prior to debris removal. If the DDHTR Contractor

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identifies areas that need measures to protect waterways from contamination, they shall take immediate action to mitigate these concerns.

4.10 Perform Vehicle Identification Number (VIN) verifications (State or Local law enforcement or approved local agency staff)

Vehicles (e.g., automobiles, trailers) that are required to be registered with the Department of Motor Vehicles (DMV) and that have been destroyed by the fire must be adjudicated by the state highway patrol and/or local law enforcement or designated employee of an authorized public agency. While this process is preferred to occur onsite, burned vehicles may also be adjudicated at an offsite facility if approved by the Incident Management Team.

Burned vehicles shall be considered burned hulks per DMV regulations and may be drained of fluids onsite or at an approved metal recycling facility. Vehicles and burned hulks shall be bundled with a net/cover to prevent items from falling from the vehicles during transport (DDHTR Contractor).

If it is not possible for the VIN verifications to occur on each property, the DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the VIN verifications. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. If directed by User Agency to establish a vehicle adjudication facility, the DDHTR contractor shall provide all necessary equipment and personnel necessary to operate the facility for the duration of the contract, including but not limited to the following:

A. Sufficient physical space

    1) Estimated to be two (2) to five (5) acres

B. Federal, State, and Local permits and fees, cost of compliance

C. Required notifications and consultations

D. Heavy equipment, for example, forklift, dust control

E. Temporary facilities, for example: shipping containers, shade shelters, portable restrooms

F. Labor

G. Overhead, for example: insurance, mobilization, demobilization

Vehicles that the IMT directs the DDHTR Contractor to remove from a public right of way, to be adjudicated and/or recycled elsewhere, shall be removed and transported in such a way as to avoid crushing the vehicle allowing for vehicle owners to access these vehicles after relocation.

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4.11 Roadway Assessment and Documentation (A&M Contractor)

Video record pre-operational conditions of all County, City/Town, and private roadways on which program participating ROE properties reside, roadways necessary to access these ROEs, and roadways required to access the end use facilities. The A&M Contractor will also take field notes during the road evaluations. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agencies. Completed videos should be available at IMT request within forty-eight (48) hours of beginning recording either via electronic or hard drive access.

A&M Contractor shall also verify that any roads that are required to be used for hauling debris are private or not. The A&M Contractor shall investigate and then advise the CM and the IMT whether permission to use the private road(s) is/are required and how to obtain that permission. At the same time, the A&M Contractor shall inform the DDHTR Contractor(s) of a) the "Contractors Responsibility" clause and b) their responsibility to take reasonable precautions to maintain the integrity of the private road during the operation.

If directed to do so by the User Agency, the A&M Contractor shall prepare engineering reports documenting certain roads' pre-work and/or post-work conditions. Such reports shall be prepared to accepted industry standards and be sufficient to determine what damage or degradation to the road is attributable to debris removal operations and what was pre-existing. The reports shall also determine whether damage or degradation is due in whole or in part to poor design or construction, poor road maintenance, or the DDHTR Contractor's negligent actions. As appropriate, reports should include photographs of pre-work and post-work conditions and engineering drawings. The A&M Contractor should charge the Civil Engineer position identified in Exhibit B.1 – Rate Sheet, to prepare these plans, which are subject to approval by the User Agency.

4.12 Environmental Assessment (State's Environmental Task Force, User Agency, or other state agency)

User Agency and other State Agencies will develop an EPP (similar to the EPP sample (https://www2.calrecycle.ca.gov/Contracts/DownloadDocument/887)) to summarize the key areas and types of environmental and historical resources present in the vicinity of the Operations. The EPP will summarize the compliance procedures necessary for the DDHTR Contractor and A&M Contractor to be aware of when conducting each function as part of the overall Operation. All BMPs and AMMs, regardless of their timing before or after contract execution, will be implemented by the DDHTR Contractor.

5. SITE ASSESSMENT

User Agency's A&M Contractor will assess and document information prior to debris removal as described below.

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5.1 Address Signs

The A&M Contractor shall complete underground service alert (USA) assessments at the entrance to each property for which an ROE has been obtained and prior to or as part of conducting the initial site assessment for such property. Once cleared, the A&M Contractor shall install one reflective aluminum address sign that will be required to be installed per parcel. The sign dimension should be four (4) to six (6) inches in width and eighteen (18) to twenty-four (24) inches in height. The edges shall be round and free of sharp edges. The background shall be a reflective green and all text shall be reflective white. Each sign shall be mounted on a six (6) foot pre-drill, u-channel steel post. The numbering for the address shall be at three (3) to four (4) inches in height.

Address sign example (not to scale):



5.2 Identify Septic Tanks (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark, and document septic tank and leach field locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting both items on all properties on which they operate.

5.3 Operational Soft Starts

The User Agency may direct that the A&M Contractor and/or DDHTR Contractor conduct a “soft start” of any or all of the operations described in these Special Provisions (for example, Site Assessment, Asbestos Assessment, Structural Debris Removal, Confirmation Soil Sampling, Rescraping, Erosion Control BMP placement). A “soft start” is defined as a single day of the operation for the purpose of evaluating each contractor’s proposed methodologies and determining whether the methodologies are sufficient to commence full operations.

One purpose of a soft start is to evaluate the sufficiency of the A&M Contractor’s documentation processes. To assist the User Agency in determining the sufficiency of these processes, the A&M Contractor shall provide a presentation to the User Agency

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on a working day following a soft start, reviewing the operational protocols and processes and the resulting data.

The User Agency will determine whether the protocols, processes, and resulting data are sufficient for further assessments or operations. If the User Agency determines the results are insufficient, User Agency shall provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

The DDHTR Contractor's soft starts would similarly be conducted in one (1) day for each type of soft start activity for the purpose of determining if the methodologies utilized are an effective and efficient means for completing the contracted operational tasks.

The User Agency may direct that soft starts for multiple phases of the operation (for example, site assessments and asbestos assessments) are conducted on the same day or may conduct soft starts over several days. Due to the preliminary nature of soft starts, the A&M Contractor and DDHTR Contractor should expect soft start days to be less operationally efficient than normal working days. The A&M Contractor and DDHTR Contractor should be prepared to mobilize and demobilize resources for soft starts and expect that resources may not be immediately employed in further operations depending on the results of the soft start.

Additional specifications for hazard tree assessment hazard tree removal soft starts are provided under Section 8.0, Hazard Tree Removal Operations.

5.4 Identify Water Wells (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark and document water well and water pump locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via the site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting these items on all properties on which they operate.

5.5 Property Site Assessment (A&M Contractors)

Property site assessments will include, but not be limited to: approximate property lines (utilizing software such as LandGlide or similar program for handheld devices), sketching the foundation and hardscape footprints and debris field footprints, septic tank, and leach field locations (if applicable), sanitary sewer laterals, water lines, water wells, electrical lines, fuel tanks (i.e., fuel oil, kerosene, etc.), dead and dying trees in

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and around the debris field footprint (that could be a danger to the debris removal crew) possible environmental concerns (surface waterways, creeks, streambeds, or other pre-determined habitats of concern) and identifying property-specific hazards on a field data form. Oversized debris (i.e., burned cars, large appliances, water heaters, etc.), potentially hazardous materials (i.e., large propane tanks – greater than thirty (30) gallons, chemical containers, ammunition cases, etc.), and potentially hazardous conditions (unstable walls, exposed electrical lines, wells, cisterns, damaged trees, steep slopes, post tension concrete slabs, etc.) and access issues due to terrain, weather, or bridge crossings will be noted and mapped on the form. Photographs will be taken from each angle of the property and additional photographs should be taken to document hazards or other existing conditions, including non-burned items. Each property debris field shall have a unique number and be labeled on the assessment map.

A&M Contractor shall determine the owner (property owner or vendor) of large propane tanks (greater than thirty (30) gallons) that are partially damaged or undamaged that need to be removed or are or may be in the way of the Debris or Hazard Tree Removal Contractor's operations. The A&M Contractor shall contact the tank owner and ask them to have the tank removed (ideally) prior to the DDHTR Contractor commencing operations on the property.

If non-residential (i.e., commercial, industrial, public parks, or other public facilities) properties are added to the Operation, the A&M Contractor shall provide Waste Profiling sample and analyses services, including the following for each such property:

A. Evaluate the property based on zoning, what kind of use it had prior to the fire, and aerial photos, to determine if it is likely to have stored hazardous materials.

B. If the presence of hazardous materials is clearly a concern or unknown, conduct an Environmental Assessment by checking the property against Envirostor (DTSC website) to determine if it is known to be a contaminated site.

C. If the presence of hazardous materials is still unclear, A&M Contractor shall conduct an Environmental Site Assessment (ESA) prior to conducting an individual parcel site assessment by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR).

D. If the results indicate the possibility that hazardous materials were used and/or stored on the property, Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. The analysis shall include:

    1) CAM 17 Metals

    2) Mercury

    3) DRO/MRO (diesel and motor oil range organics)

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4) GRO (gasoline range organics)

5) BTEX/MTBE

6) SVOCs

7) PCBs

8) Pesticides

9) Herbicides

10) Dioxins (as necessary)

11) TCLP/WET (as necessary)

5.6 Structural Engineering Assessment

If directed to do so by the User Agency, the A&M Contractor shall use Civil Engineers to perform structural engineering assessments of buildings impacted by the disaster, which may include damage from wildland fires, floods, earthquakes, or other hazards. These assessments shall determine and certify whether the structures are unsafe and pose an immediate threat to lives or public health and safety, as defined by FEMA's Public Assistance Program and Policy Guide, Version 4. Generally, these assessments are expected to be conducted following a Safety Assessment performed by the local building department. The User Agency or other relevant authority, such as a local building department, may provide specific criteria and instructions for the performance of these assessments, which shall be implemented by the A&M Contractor. User Agency may also direct the A&M Contractor to prepare a proposed technical assessment methodology based on established practices and site-specific conditions for review and approval by the User Agency.

The findings and conclusions of each assessment shall be documented in a Structural Engineering Assessment Report, which shall identify the A&M Contractor Civil Engineer(s) who performed the assessment. The structural engineering assessments shall also determine whether repairs or demolition is the more cost-effective option for each assessed structure and provide a recommendation on the subject on the User Agency. The final decision of whether a structure shall be demolished will be made by the User Agency. If the User Agency determined demolition is required, the A&M Contractor's Civil Engineers shall coordinate with DDHTR Contractor personnel to develop demolition work plans and oversee demolition operations.

5.7 Asbestos Assessment and Removal

To be protective of the workforce, public health, and surrounding community, User Agency has elected to perform an asbestos survey with laboratory analysis of samples collected on each site to evaluate each property for the presence of ACM for the need

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for removal. Additional scrutiny is placed on homes constructed before 1985 and debris sites with cement siding or vermiculite insulation.

Asbestos sampling will be conducted for suspected ACM materials which will include concrete samples. The goal of this survey is to reduce sending false positive ACM to the landfill and provide additional quality assurance and control that other bulk ACM was not missed in the initial surveys. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

Full National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos surveys will be performed on partially burned structures and chimneys as long as they are structurally safe. A Certified Asbestos A&M Contractor (CAC) or licensed structural or civil engineer will determine if the partially burned structure is safe to perform asbestos removal on. Should the structure be deemed unsafe, the DDHTR Contractor will use wet methods and heavy equipment to eliminate the risks. Once the structure or chimney is safely on the ground, a NESHAP asbestos survey will commence. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

5.8 California Wildfire Asbestos Survey Standard Operating Procedure

To reduce the exposure risk from bulk asbestos to the debris removal workers; incident management personnel; nearby residents and neighbors in the community; and others handling, transporting, and disposing of the debris, the IMT, and its A&M Contractors during the past five years of debris response have developed a standard operating procedure (SOP) for fire-related asbestos issues. This SOP, known as the “California Wildfire Asbestos Survey” (Attachment A), is more stringent than the current federal NESHAP requirements and was developed by ACs, Certified Site Surveillance Technicians (CSSTs), and Certified Industrial Hygienists (CIHs) with thousands of hours of field response. The California Wildfire Asbestos Survey presents procedures to identify, remove, and properly dispose of bulk asbestos from residential structures damaged by a wildfire.

The “Asbestos Site Assessments Standard Operating Procedure (SOP) - California Wildfire Asbestos Survey” will be followed during a coordinated structural debris assessment removal conducted by User Agency and its A&M Contractors. This SOP will be used, by the A&M Contractor, to establish minimum procedures to verify that the precision, accuracy, completeness, comparability, and representativeness of all data collected throughout the project duration is acceptable; and to ensure that all information and decisions are technically sound and properly documented to identify and remove bulk ACM.

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5.9 Radiological Site Survey (A&M Contractor)

While it is unlikely that radiological debris will be found, based on past debris removals, radiological surveys are necessary to prevent exposure. User Agency's A&M Contractor shall, as part of conducting the initial site assessment, perform a radiological survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general radiological surveying, such as a Ludlum 2241 or equivalent.

The action level for this Operation is set at two times background. Should a level of 2x background be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources such as brick or geological formations. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source as long as the reading does not exceed one milliroentgen per hour (1mR/hr) at one foot.

5.10 Mercury Site Survey (A&M Contractor)

While it is unlikely that mercury will be found in the debris, based on past debris removals, mercury surveys are necessary to prevent exposure. User Agency's A&M Contractor shall perform, as part of conducting the initial site assessment, a mercury survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general mercury surveying, such as a Jerome 43-X Mercury Vapor Analyzer or equivalent.

The action level for this Operation is if the instrument detects any concentration of mercury. Should mercury be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources, on-site mine tailings, or another source. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source. If the soil is tested and the concentration of mercury is five (5) mg/kg or greater, an outside agency such as the DTSC, USEPA, or the County Environmental Health may be contacted to assess and cleanup or otherwise deal with the area source.

5.11 Immediate Placement of BMP's

DDHTR Contractor shall place erosion control BMPs immediately around properties on which they are working, if rain is forecast that may stop work.

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6. DEBRIS REMOVAL OPERATIONS

6.1 Notifications

At a minimum, the following notices are required prior to the start of the Operation:

6.1.1 DDHTR Contractor

A. Underground Services Alert (USA) will be notified at least forty-eight (48) hours prior to debris removal.

B. Local utility providers (i.e., water, sewer, power) will be notified prior to removal of any damaged structure to ensure the utilities are secure and off.

C. Conduct an underground utility survey by a private contractor on private property if necessary.

6.1.2 A&M Contractor

A. The property owner will be notified twenty-four (24) to forty-eight (48) hours prior to any debris and/or hazard tree removal.

B. CARB Asbestos NESHAP Program, or local air district with delegated authority, will be notified of any demolition of a partially destroyed structure within one working day (as directed by User Agency). Notification form will be provided by the state or its A&M Contractor as directed.

6.2 Household Hazardous Waste Identification and Removal

Based on past experiences, additional household hazardous waste (HHW) may remain under the debris after DTSC/USEPA completes its Phase 1 hazard waste survey and removal. For smaller debris cleanup operations, the Local environmental health department, or their contractor, may complete this Phase 1 cleanup. Sometimes during Phase 1 HHW removal crew cannot remove all of the HHW since it may be partially buried. If the HHW removal crew discovers a questionable item, that crew will mark the item(s) as hazardous with bright orange spray paint to be checked by a qualified individual. If the qualified individual does not deem it a hazard (e.g., propane tank without a valve), then the item will be marked with bright green or white spray paint with the words “O.K.,” “MT,” an “X,” or two stripes indicating whether the item is to be removed as debris or recycled.

If the DDHTR Contractor identifies an item and deems it hazardous, the waste will be segregated by the removal team and either left on-site on a plastic sheet near the entrance of the property or taken to temporary on-site storage. DTSC, when contacted, will collect and transport the hazardous waste on one of their “milk runs” to an appropriate facility at no charge to the Operation.

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In an attempt to visually communicate hazards in the field, the guide shown below will be used to indicate if a hazard is or is not visually present. Each TFL will determine if any member has color perception issues.

Table 6. Hazardous Materials Marking Colors

Debris or Potential Hazard	Spray Paint Color
Household Hazardous Waste (HHW), Battery, Tank, Cylinder	Bright Orange
Possible ACM	Bright Pink
Material Safe for Normal Disposal	Bright Green or White

6.3 Asbestos-Containing Material Removal (DDHTR Contractor, Assessed and Documented by A&M Contractor)

The California Wildfire Asbestos Survey SOP will be followed during a coordinated structural debris removal conducted by the Asbestos Removal Contractor. This SOP will be followed by the Asbestos Removal Contractor throughout the project duration to ensure that all ACM, marked by the CAC and/or CSST, is properly removed from each property. At a minimum, the ACM removal Contractor will implement the following best management practices for removing ACM:

A. The A&M Contractor's CAC or (CSST will consult with a licensed ACM removal Contractor to identify the location and area of ACM to be removed (A&M Contractor).

B. The Contractor's registered ACM Removal Contractor will oversee and remove the ACM identified on-site by the A&M Contractor's CAC (ACM Removal Contractor).

C. All on-site personnel removing ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to Occupational Health and Safety Administration (OSHA) 1910.100 and CCR Title 8, Section 5192, and will be required to wear Level C personal protective equipment (PPE) when working in the exclusion zone (ACM Removal Contractor).

D. All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged to meet the NESHAP leak-tight requirement for removal. At a minimum, the plastic bags must be of at least 6-mil thickness, and the contents must remain wet (ACM Removal Contractor).

E. If bulk loading of ACM is utilized, the bin or container used for transport (e.g., end-dump trailer or roll-off box) will be tarped before transport. In addition, each load will be double-lined with ten (10) mil ply in such a way that once loaded both layers can be sealed up independently as required by the landfill (ACM Removal Contractor).

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F. All ACM must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff (ACM Removal Contractor).

G. ACM removed from the property must be manifested and transported for disposal by the asbestos removal contractor. An EPA Generator ID number will be assigned to this incident by the User Agency's OSC or the PSC (ACM Removal Contractor).

H. Prepare manifests and obtain User Agency's OSC or designee signature on the manifest when the ACM is ready to be transported to landfill permitted to accept ACM (A&M Contractor).

6.4 Appliance (White Goods) and Vehicle Recycling (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the vehicle (incl. automobiles, trucks, equipment, boats, trailers, recreational vehicles, motorcycles, all-terrain vehicles, etc.) VIN verifications and abatements. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. These registration abatements will likely be conducted by the local law enforcement, the City/County, the California Highway Patrol, or another means, as determined by the User Agency's OSC and the IMT.

Materials that must be removed from appliances and vehicles (that are not completely burned) prior to crushing, baling, or shredding for recycling include, but are not limited to:

A. Used oils as defined in Article 13 of Chapter 6.5 of the Health and Safety Code (includes engine oil, lubricating fluids, compressor oils, and transmission oils)

B. Fuel

C. Chlorofluorocarbons, hydrofluorocarbons, and hydrochlorofluorocarbons used as refrigerants

D. Polychlorinated biphenyls known to be contained within motor capacitors and fluorescent light ballasts

E. Sodium azide canisters in unspent automobile airbags

F. Antifreeze in coolant systems

G. Mercury found in thermometers, thermostats, barometers, electrical switches, and batteries

H. Putrescent materials (i.e., decomposing food wastes, etc.)

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Records detailing removal and disposal operations involving all such materials will be recorded and manifested by the DTSC/USEPA or other agency responsible and/or permitted to manage their removal.

Appliances and vehicles that were completely consumed by the fire will likely not contain any of the above items. Appliances will be treated as metal debris and removed accordingly. Vehicles will be removed from the site and checked/processed for fluids before shipment to the recycling facility unless otherwise directed by the User Agency's OSC.

6.5 Storm Water Protection (DDHTR Contractor, Documented by A&M Contractor)

Best management practices (BMPs) will be employed to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Potential sources of sediment from cleanup activities include vehicle and equipment tracking, exposed soil and slopes, export operations, disposal operations, and ash-filled topsoil stripping and stockpiling. Authorized non-storm water discharges anticipated for the Operation include water used to control dust, potable water, and uncontaminated excavation dewatering.

BMPs guidelines include, but are not limited to, the following:

A. Water to Control Dust: Dust control is of the utmost importance on this Operation. Adequate dust control is required on all parcels within the Operation scope until all burn ash and debris, concrete, and soil materials are removed. This includes parcels where the DDHTR Contractor is actively working and parcels awaiting remediation and gravel and dirt roads used to transport DDHTR Contractor debris truck traffic. The DDHTR Contractor is required to provide one (1) water buffalo (or equal) for every debris removal crew assigned to an operation.

   Dust control will be implemented when there is visible dust generated from the site using fire-grade nozzles, small diameter (3/4" to 1") fire or garden hose, or with a water truck depending on the area being serviced. Water to be used for dust suppression may only be from sources approved by the IMT. While the goal is to apply water spray for dust control to avoid surface runoff, dust control shall take precedence. In the event there is significant surface runoff, the DDHTR Contractor will control runoff with erosions control BMPs.

B. Good Site Management Housekeeping: Good site management measures include covering or berming loosely consolidated materials that are not actively being removed; storing any chemicals in watertight containers; controlling of off-site tracking of loose soils; preventing the disposal of rinse or wash waters into the storm drain system; ensuring containment of sanitation facilities; cleaning or replacing sanitation facilities by inspecting them regularly for leaks; and inspecting and keeping equipment in good working order to prevent leaks.

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C. Vehicle Washing or Decontamination: Wash vehicles in a manner as to prevent unauthorized non-storm water discharges from reaching storm drain systems.

D. Street Cleaning: Clean streets to collect tracked out sediment and operate street sweeping vehicles to prevent unauthorized non-storm water discharges from reaching storm drain systems. The DDHTR Contractor is to provide street sweeping on roadways throughout the Operation on which debris and other disposal materials are hauled and tracked off parcels within the operational area. The street sweepers are to be PM10 efficient street sweepers that are certified by the South Coast Air Quality Management District (SCAQMD) as meeting the testing and performance standards set forth in SCAQMD Rule 1186. The DDHTR Contractor is to provide the number of street sweepers as indicated in the User Agency Agreement.

E. Sediment Controls: Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water. Best management practices include the use of silt fencing, fiber rolls, and street sweeping to prevent sediment migration. All materials shall be certified weed free in an effort to control the spread of noxious weeds. Sufficient quantities of temporary sediment control materials will be maintained on-site throughout the duration of the Operation to allow implementation of temporary sediment controls in the event of significant rain.

F. Run-on and Run-off Controls: Run-on and run-off will be managed within the immediate vicinity of each property's debris footprint area and areas used for equipment and truck access.

G. Public Rights of Way: The DDHTR Contractor will be responsible for all storm water protection on public rights of way on which the DDHTR Contractor assigned debris removal properties.

6.6 Trackout Management (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor will implement procedures to prevent or cleanup carryout and trackout of mud and soils as specified below. The use of blower devices or dry rotary brushes or brooms for removal of carryout and trackout materials from the heavy equipment on public roads is expressly prohibited. The removal of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits, which may be required for the cleanup of mud and dirt on paved public roads.

The DDHTR Contractor shall prevent carryout and trackout, or immediately remove carryout and trackout when it extends fifty (50) feet or more from the nearest unpaved surface exit point of a site and, at the minimum, remove all other visible carryout and trackout at the end of each workday.

Cleanup of carryout and trackout shall be accomplished by:

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A. Manually sweeping and picking up; or

B. Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or

C. Operating a PM10-efficient street sweeper.

Waste from a street sweeper during this operation shall be disposed of as contaminated soils and transported directly to the landfill or covered in a waste hauler.

6.7 Traffic Control (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Traffic control is required for these Operations, and traffic control crews are required to provide traffic control throughout the Operation as required for safety and as approved by the IMT. The traffic control crews shall be trained in the principles of the California Department of Transportation (Caltrans) Revision 6 (Rev 6) of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) (https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf), prior to commencing their work. The number of traffic control crews expected to be provided by the DDHTR Contractor is indicated by the User Agency.

Traffic controls and warnings standard to the construction industry and as required by the State of California motor vehicle code will be implemented on an as-needed basis. Vehicles utilized for debris removal will be of legal weight according to the CalTrans State Standard Specifications (2020 Edition) (https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/cmsearchabledoc.pdf), Chapter 3, Section 702 “Public Convenience,” Chapter 3, Section 703 “Public Safety,” and Chapter 4, Section 12 ”Construction Area Traffic Control Devices.”

Traffic signs will be placed at both entrances to the community as needed. Traffic control will be updated as needed to adjust for changing conditions on-site and in the community. Updated traffic plans will be prepared by the DDHTR Contractor and reviewed by the appropriate County representatives and User Agency’s OSC, and communicated to all Operation personnel at each Safety Meeting.

All construction equipment working within the residential zones shall maintain a speed of fifteen (15) mph or less.

The User Agency or designee, together with the User Agency’s Safety Officer, will establish additional traffic controls as needed for safety reasons as well as to control site vehicle traffic during specific site activities such as equipment movement, press events, or visits by dignitaries.

To help the User Agency or designee and DDHTR Contractor ensure commercial trucking resulting from this operation are conducted safely and not unreasonably

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disruptive to normal highway operations and impacted communities, the California Department of Transportation has prepared Traffic Management Analyses for certain portions of the operating area. The User Agency will direct the DDHTR Contractor on how and when to implement recommendations from these analyses.

6.8 Crew Signs (DDHTR Contractor)

To allow emergency responders and/or the IMT to quickly ascertain the location of the workforce in the disaster zone where address signs and house numbers have been destroyed, the IMT will require all ROEs sites to have address signs. Additionally, each crew will also display a portable two-sided A-frame sign with the assigned crew number to allow for emergency responders and trucking resources to easily locate each crew, and so the IMT can visually track the crews from the road. If the site is located off a designed private or public road where the crew is not visible, the sign shall be placed at the entrance of the driveway. The address sign will be placed at the beginning of the driveway. If the driveway is shared by multiple crews, then all the crews' signs will be placed on one side of the common driveway out of the truck path.

The crew sign will be constructed of rust-free, heavy gauge, durable aluminum with reflective sheeting with black outline, lettering, and numbering. The sign will have rounded edges with two mounting holes and measure twenty-four (24) inches in length and thirty (30) inches in height. In general, the lettering and numbering will follow a typical CalTrans specification for Speed Limit signs. The sign will be posted each day on an all-weather portable, two-sided A-frame sign holder.

6.9 Pavement and Drainage Protections (DDHTR Contractor, A&M Contractor – Monitors and Documents)

The DDHTR Contractor, at all times, will protect the edge of pavement and drainage features to the extent feasibly possible. The DDHTR Contractor will also protect other crossing such as cattle guards and bridges.

6.10 Community Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

A Community Health and Safety Plan will be prepared by the User Agency Health and Safety Professional. All site activities will be conducted consistent with this community plan and with consideration to the surrounding community and all citizens affected by the Incident. A copy of the Community Health and Safety Plan will be provided to the DDHTR Contractor and A&M Contractor.

6.11 Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

The debris removal operations, including A&M Contractors and contractors, will, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. The team will pay particular attention to operations around local roads and take the necessary precautions. Prior to the start of debris removal, the

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contractors should note the number of power lines crossing the site, dead and dying trees, chimneys, mines, hand-dug wells, and all underground utilities.

Appropriate eating areas will be designated, hand and eye washing, and mobile sanitary facilities will be provided for each Operation site.

The contractors shall also be aware of, include in the Contractor's Health and Safety Plan, and provide instruction and necessary PPE for other local or regional health issues health issues such as pandemics.

Personnel assigned to each Operational site shall have the necessary equipment to conduct their work safely as outlined by these Special Provisions and the IMT and in the respective Contractors' Health and Safety Plan. This equipment can include but is not limited to four-wheel-drive vehicles, two-way radios, cell phones, and tablets.

6.12 Rope Access Work (DDHTR Contractor and/or A&M Contractor).

Steep slopes may require the use of ropes and repel gear to assess and remove debris. If ropes are necessary for access, the DDHTR Contractor will submit a Rope Access Plan per CCR, Title 8, Section 3270.1, Use of Rope Access Equipment. The DDHTR Contractor or A&M Contractor shall establish, implement, and maintain a written Code of Safe Practices for rope access work. The written plan shall include, but not be limited to the following elements:

A. Methods of rope access and anchorage used by the employer

B. Employee selection criteria

C. Equipment selection and inspection criteria

D. Roles and responsibilities of rope access team members

E. Communication systems

F. Employee training program

G. Rescue and emergency protocol

H. Identification of any unique site hazards that may affect the safety of employees using rope access methods

I. Prevention of rolling debris

J. Structure and infrastructure protection

This work plan, equipment, training, supplies, protection devices, any other material deemed necessary by the User Agency and the User Agency's Health and Safety

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Professional to implement this plan will be covered under a change order provided that the services are in Exhibit A – Scope of Work of the MSA.

6.13 Site Personnel and Community Air Monitoring (DDHTR Contractor – Personnel Air Monitoring, A&M Contractor – Community and Personnel Air Monitoring)

Personnel air monitoring for DDHTR Contractor debris removal crews will include monitoring for asbestos, silica, and heavy metals (at minimum arsenic, cadmium, chromium, (chromium +6 and mercury will be limited to the first ten (10) days of the initial personnel breathing zone samples or as directed by the User Agency's OSC based on site history and geological observations), copper, lead, manganese, nickel, silver, and zinc) per OSHA requirements for hazardous waste operations. Samples are not required during soil re-scrapes or any other work after debris materials have been removed. At a minimum, the DDHTR Contractor shall monitor one crew out of every five crews, or one crew if under five crews, two crews if under ten (10), three (3) crews of under fifteen (15), etc. Crews shall be monitored on a rotational basis during the workweek. The personnel air monitoring results shall be submitted to the incident management team no later than seven (7) days of the sample event. A&M Contractor shall conduct personnel air monitoring per A&M Contractor's Health & Safety Plan.

The A&M Contractor will develop a User Agency's OSC approved Community Air Monitoring Plan and implement the plan. Work sites will also be monitored on a User Agency's OSC or designee, the pre-approved basis for asbestos, heavy metals, and dust for the duration of the Operation or until such time the User Agency's OSC or designee determines that air monitoring may cease. The locations of the air sampling stations will be approved by the User Agency's OSC.

6.14 Debris and Ash Removal (DDHTR Contractor, A&M Contractor – Monitors and Documents)

A. The DDHTR Contractor shall conduct Debris removal, on each property, in the following order:

   1) **As directed by the User Agency's PSC, the DDHTR Contractor will knock chimneys down to the ground level for Health and Safety reasons.** This will assist the A&M Contractor's asbestos assessment CAC to safely assess chimneys and other portions of the debris for ACM. All chimneys taken down will be done with proper dust control.

   2) Likewise, as directed by the PSC, the DDHTR Contractor will knock down hazard vertical walls that pose an imminent threat to the asbestos or debris removal crews.

   3) If ACM is found by the CAC, the DDHTR Contractor's licensed ACM abatement contractor will remove Asbestos removal prior to debris removal operations being scheduled by the PSC.

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4) Once the DDHTR Contractor Crew has been directed in the IAP and is slated on the crew's property runway, the DDHTR Contractor will mobilize to the property to commence operations.

5) Once there or prior to mobilization, the DDHTR Contractor's Excavator Operator and Superintendent will walk completely around the property (360-degree Site Walk) with the Division Supervisor and the TFL to acknowledge what is on the property to be removed, confirming what the homeowner has asked to be saved, the locations of utilities, septic tanks, and leach fields (to be protected by the DDHTR Contractor), power poles, above-ground fuel, and propane tanks, dead and dying trees, the location where the operator plans on staging and loading-trucks, planned truck ingress and egress for the property, and other operational concerns can be addressed prior to commencing with any work.

6) Segregate and remove and load out all metals onto metals trucks.

7) Remove ash and commingled debris and load out onto debris trucks.

8) Remove previously placed stormwater BMPs, placed by others, and the structural debris sediment trapped by them, assuming they are in proximity to burned structural debris.

9) Remove fire-damaged concrete foundations, walkways, etc., within the former footprint from the site and load out onto concrete trucks. Refer also to Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires."

10) Remove six (6) inches of residual ash impacted soil from the debris site for disposal, as necessary to remove fire-caused contamination, unless User Agency prescribes a specific depth within that range.

11) The DDHTR Contractor, when collecting and loading various types of materials from each property, shall not mix unlike materials together in a truck load and shall comply with the following:

    a) A Mixed Load is any load of fire debris that has an unreasonable amount of other types of debris mixed with the truck load content as it is ticketed.

    b) An unreasonable amount is defined by the type of equipment being used and the ability of that equipment to differentiate the materials.

    c) A load that is ticketed as "Concrete" should not have an unreasonable amount of metal, ash, debris, or contaminated soil mixed with the concrete.

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d) A load that is ticketed as “Contaminated Soil” should not have an unreasonable amount of metal debris, concrete in chunks greater than twelve (12) inch diameter, or an unreasonable amount of ash and debris.

e) A load that is ticketed as “Metal” should have little or no contaminated soil, concrete, ash, and other fire debris.

f) A load ticketed as “Ash and debris” should not have an unreasonable amount of metal, contaminated soil, or incidental pieces of concrete greater than twelve (12) inches in diameter.

g) The determination of the load classification on-site will be made by the State's monitoring A&M Contractor’ TFL, as directed by the User Agency’s OSC or the OSC’s designee. Any disagreement will be adjudicated by the OSC or the OSC’s designee.

h) Cap all sewer lines opened/damaged due to debris removal (DDHTR Contractor).

i) Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence described in Section 7.2 (DDHTR Contractor).

B. Additionally,

1) All materials removal equipment (i.e., track-mounted excavators or equal) should have glass enclosures and weigh less than sixty thousand (60,000) pounds. The goal is to use equipment that minimizes the impact on the local roadway while completing the removal. For example, excavators should be smaller than or equal to a three-hundred, twenty-five (325) Caterpillar or equivalent and front-end loaders should be small than or equal to a nine-hundred, fifty (950) Caterpillar or equivalent. However, certain operations may require large equipment.

2) A water fog will be used during debris handling and waste loading operations utilizing an excavator-mounted fogger (built-in for knocking down dust while excavating) or a fire-grade firefighting nozzle with shut-off valves for dust control. The fire nozzle shall have sufficient water pressure to generate a high mist fog stream. The fire nozzle should have an adjustable flow rate, preferably twenty (20) to sixty (60) gallons per minute.

3) All burn ash and debris must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff.

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4) All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil polyethylene plastic lined trucks and “burrito wrapped” to minimize any discharges on the roadways to the disposal site.

5) All loads shall additionally be covered with a nonpermeable tarp not less than fourteen (14) mil in thickness; this includes ash and debris, metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before covering with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears, holes, or rips greater than six (6) inches and shall cover the entire load. No auto tarps will be allowed for this purpose.

6) All waste material that is not loaded out at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants. No trucks can be pre-loaded with ash and debris.

6.15 Hazardous Waste Concrete Removal (Retaining Walls, Foundations and Slabs) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

User Agency considers all structural foundations for residential structures to be destroyed by the heat from an unsuppressed structure fire. These slabs and foundations are no longer structurally sound and are consequently considered debris. Additionally, with the known amounts of carcinogens, heavy metals, and asbestos, structural slabs, foundations, and retaining walls shorter than four (4) feet tall (subjected to the wildfire and covered in structural debris) will need to be removed to assess the former building sites for residual ash contamination.

While some concrete structures such as retaining walls greater than four feet and piers, pilings, caissons, and horizontal structural will be left in place for slope stability, the IMT cannot guarantee these structures will be undamaged or are structurally sound. Such dual-function foundation and retaining walls will be removed or as determined by the IMT Operations Lead (Operations Chief or Debris Group Supervisor, as applicable) at no additional cost to the State. The property owner should consult a licensed civil or structural engineer to determine the proper course of action to rebuild any concrete structure left by the IMT. For a more detailed description of concrete foundation and retaining wall requirements, refer to Attachment B, “Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires.”

6.16 Hazardous Waste Operations Crews BMPs (DDHTR Contractor, A&M Contractor – Monitors and Documents)

These Crew BMPs should be undertaken to address the removal of hazardous materials, HHW, debris, asbestos-containing materials (ACM), and air monitoring and sampling from the disaster or incident site. The use of BMPs will also ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos-containing materials in a manner that ensures protection of public health and the environment, as well as ensuring health and safety of on-site personnel.

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At a minimum, site personnel shall follow the following BMPs for undertaking debris removal activities:

A. All on-site personnel working in the exclusion zone (EZ) shall receive the necessary health and safety training and medical surveillance pursuant to OSHA 1910.100 and CCR Title 8, Section 5192. An exclusion zone contains areas where contamination is either known or likely to be present or, because of work activity, has the potential to cause harm to personnel. The exclusion zone is identified as the debris/ash footprint of each property.

B. All on-site personnel working in the EZ shall be required to wear Level C PPE when working in the EZ.

C. The contamination reduction zone (CRZ) is an area of the property not visibly contaminated with ash and debris. The contamination reduction zone will be used for removing PPE.

D. A support zone (SZ) may consist of any uncontaminated and nonhazardous part of the property. Donning of clean PPE is completed in the support zone.

E. The A&M Contractor will conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations to demonstrate the effectiveness of engineering controls to protect cleanup personnel and the surrounding community.

F. All non-hazardous waste haulers shall stay in their vehicles during loading unless their trucks are being loaded with metals. When trucks are being loaded with metals, waste haulers shall stand away from their trucks outside of the “warm zone” loading area, and they must wear N95 masks and Tyvek coveralls. This also applies when haulers are covering (e.g., tarping) the trailer or container.

G. All landfill operators that may come in contact with the waste during off-loading operations should follow their facility's protocols for wearing PPE and respiratory protection.

6.17 Overview of Waste Types and Destination Facilities (DDHTR Contractor)

Structural debris removed during this operation shall be classified as one type listed below:

A. Metals

B. Ash and debris

C. Previously placed stormwater BMPs and upstream trapped debris and sediment

D. Concrete

E. Contaminated soil

F. Rescrape soil

G. Vegetative materials (shrubs and trees, etc. removed by debris removal crews)

H. Tree logs

I. Chipped/processed wood materials

The DDHTR Contractor is responsible for removing all qualifying debris, as determined by the TFL and the IMT, and transporting it to an IMT-approved end use facility that will accept it. At the time of loading, the onsite TFL will notate what debris stream is included in each truck load on the truck's load ticket. All loads will be subsequently weighed at the end use facility, and the weight information will be recorded with the load ticket.

All loads must be tracked per parcel, such that the total tonnage of debris removed from each parcel can be clearly accounted for. In certain circumstances, the User Agency's OSC may approve loads to contain debris of the same material type to be loaded from more than one property. For example, metals from multiple parcels could be loaded into the same truck if approved by the User Agency's OSC. The User Agency's OSC, in conjunction with the IMT, will consider whether such approval would provide significant efficiency and may provide such approval on a by-crew basis.

Quantities of metal and concrete that are recycled must be specifically tracked and reported to User Agency. The A&M Contractor shall institute additional controls, as directed by the IMT, to ensure that all qualifying debris is removed and transported to an appropriate end use facility.

The typical facilities that will be provided are listed below:

A. Landfills

To be determined by DDHTR Contractor and approved by the IMT.

B. Concrete Recycler

To be determined by DDHTR Contractor and approved by the IMT.

C. Metal Recycler

To be determined by DDHTR Contractor and approved by the IMT.

Table 6 provides waste types and destination information for a typical Incident.

Table 6: Waste Destination Summary

Material	Disposal Contact or Facility

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Ash and Debris	Approved Landfill
ACM	Name of Permitted Asbestos Receiving facility. Friable asbestos will be disposed of at an appropriate facility by the asbestos removal DDHTR Contractor under EPA Generator ID *[CASXXXXXXXXX*]. (Provided by User Agency)
Metal Debris	Metal may be recycled at a location to be determined by the Contactor and approved by the IMT.
Metal Discards (Appliances)	Freon Extraction is REQUIRED for refrigerators not impacted by the fire. DTSC has removed the refrigerant. The remaining metal will be recycled at [DDHTR Contractor to determine, with IMT approval.
Vehicles and Trailers	Vehicles and/or hauling trailers that did not sustain damage or vehicles and/or trailers that sustained minor damage will be left on the property. These vehicles and/or trailers may be moved by the debris removal team to ensure worker safety and, as needed to complete the debris removal. Other damaged vehicles and/or trailers will be removed by the DDHTR Contractor through a covered vehicle transporter or low bed or other User Agency's OSC-approved method.
Concrete	Concrete may be recycled at a location to be determined by the Contactor and approved by the IMT.
Tires	Tires will be shredded and disposed of at a facility to be determined by DDHTR Contractor and approved by the IMT.
Household Hazardous Waste (HHW)	DTSC/USEPA will collect and transport HHW.
Human Remains	User Agency will coordinate with the County Coroner, or other appropriate entity, on the discovery of human remains. If human remains are located, the work will stop, and the User Agency's OSC or designee will contact the County. Due care of the remains will be taken. EHP personnel will also be contacted upon finding such remains.
Dead Animals	If dead animals are discovered, the User Agency's OSC or designee will contact County Health and the Homeowner. These remains will be disposed of in accordance with the County health department requirements unless directed by the property owner. EHP personnel and A&M biologist will also be contacted upon finding non-domesticated animals.
UXO (Unexploded Ordinance)	If UXO is discovered, the User Agency's OSC or designee will notify the local Sheriff Department to arrange for proper disposal.
Radioactive Debris	If radioactive debris is encountered, the material will be removed and properly disposed of by DTSC.

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6.18 Commercial Department of Transportation (DOT) Inspections (A&M Contractor/DDHTR Contractor)

The A&M Contractor will hire an independent third-party DOT commercial truck inspector team. The inspector teams shall perform a level one inspection for all commercial trucks assigned to the incident. Inspections will include all haul trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the Operation. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road. These water trucks are considered construction vehicles. Each commercial truck will display a disaster operation sticker, DOT inspection sticker, and/or other relevant operational placards for identification, verification, and tracking. These identification methods are to be provided by the DDHTR Contractor. After each thirty (30) day period, ten (10) percent of the commercial trucks will be re-inspected per Level 1 requirements.

The DDHTR Contractor will be responsible for providing a location(s) where the DOT inspections shall be conducted and coordinate closely with the A&M Contractor in order to conduct these inspections prior to deployment of each applicable vehicle to the operation.

6.19 Significant Archaeological and Tribal Resources and Human Remains Protocols (Awareness by all)

Based on past debris removals, culturally significant artifacts and/or remains are highly likely to be found. User Agency will work with the local culturally affiliated Native American tribe(s) within designated geographical areas of interest to ensure that artifacts are properly cared for per the tribe's policies and procedures.

In the event that Native American human remains are found during these activities, debris removal crews will immediately cease work on the site and contact the lead A&M Contractor Archaeologist, the User Agency's OSC, the IMT, and any applicable Tribal Monitor to come to view the find. The Archaeological and Tribal Monitors are empowered to recommend stoppage or relocate excavation activities for short periods of time to conduct further controlled excavation of inadvertently discovered cultural items for evaluation by an archaeologist. The User Agency CM should also be notified and kept apprised when such discoveries occur.

If Native American human remains are found, coordination of the treatment of Native American remains, funerary objects, and any cultural, archaeological, and ceremonial items will be conducted by the local tribe.

If necessary, a qualified archaeologist may be required to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas. It is agreed that the local tribe may select the archaeologist to ensure the archaeologist is familiar with the Tribes' indigenous lands. Tribal monitors must also comply with HAZWOPER requirements while on-site during debris removal operations.

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At the direction of the User Agency, the A&M Contractor's Archaeologist, in cooperation with interested tribal nations, shall provide tribal artifact sensitivity training either in-person or via on-demand video. A&M Contractor shall document and track all DDHTR field staff completion of said training. A&M Contractor shall provide documentation of and markers (such as hard hat stickers) to all DDHTR contractor staff who have completed this sensitivity training. The User Agency may prescribe specifications for the markers, such as by providing a design for hard hat stickers. The trained DDHTR Contractor staff shall display markers while working.

DDHTR Contractor shall report all new staff to the IMT and the A&M Contractor to assist in providing sensitivity training to untrained staff.

6.20 Driveways (DDHTR Contractor, A&M Contractor – monitors and documents)

Undamaged driveways shall be preserved to the extent practicable. The goal is to provide a stabilized construction entrance for reconstruction. If the driveway is damaged or contaminated by burned vehicles or by debris removal equipment or haul trucks to the extent that the driveway is unsafe, the driveway will be removed to the extent necessary. Remove the driveway to the nearest concrete joint or five feet if asphalt is outside the contamination or damage. All driveway cuts will be made using a concrete saw. Use appropriate PPE.

6.21 Pools (DDHTR Contractor, A&M Contractor – monitors and documents)

In general, pools are not eligible for removal and will not be drained by the DDHTR Contractor. The owner should contact the local government for assistance or evaluation of pools due to possible vector and health issues. Surface debris may be removed from the pool depending on on-site circumstances.

The DDHTR Contractor will place safety fencing (as per CalTrans 2018 Standard Specifications 16-2.03) completely around the pool where feasible. Should the pool be structurally built into the foundation/slab, the IMT will discuss removal options with the property owner and DDHTR Contractor to determine the course of action.

Burned/melted above-ground pools and Jacuzzi's may be removed if they are so damaged that they are unusable, and the property owner wants them removed. Pool water may be used as dust control, if feasible.

6.22 Survey Monuments and Markers

Some survey monuments may be at risk during the ash and debris and hazard tree removal operations. To the extent feasible, all DDHTR Contractors shall protect survey monuments and markers. The DDHTR Contractor shall mark with a standard lath any exposed monuments or mark with ribbon flagging. DDHTR Contractors should generally not work, park vehicles, or move equipment near the corners of the lot near such survey monuments.

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6.23 Identification and Removal of Danger Trees

Certain fire-damaged trees are so dangerous that they prevent the safe operation of the debris removal crew or other personnel. These trees should be removed prior to commencing debris removal operations. Note that these trees are different from eligible hazard trees, which must meet the criteria outlined in the "Hazard Tree Assessment" section and which are compensated separately. In the event a dangerous tree is both an eligible hazard tree and is prohibiting safe debris operations, the DDHTR Contractor should coordinate with the A&M Contractor to confirm an arborist has reviewed the tree, and all relevant documentation has been recorded prior to the tree's removal.

Trees should be felled in areas away from structural ash and debris, utilities, fences, or septic tanks. Should it be necessary to fall a tree in the ash, the tree shall be handled as impacted ash and debris. In some cases, it may be decontaminated, as approved by the User Agency's OSC or designee. All wastes generated from the removal of trees will be hauled to an appropriate waste or recycling facility.

6.24 Damage Claims from Public and Private Properties (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Damage claims that arise from Debris Removal or Hazard Tree Removal operations will be documented by the A&M Contractor(s). After a review of the details, from the documentation of the damage, the IMT will make a decision regarding the validity of the damage claim and who, if anyone, will be responsible for repairing the reported damage. The DDHTR Contractor may be liable to repair such damages as directed by the IMT.

Rural roads will be repaired, restored, and prepared for the winter period utilizing Best Management Practices specified by the Forest Practice Rules, as an example, the Handbook for Forest, Ranch, and Rural Roads provides specifics for preparing rural roads, Chapter 7 Section H. Winterizing Roads, (https://www.pacificwatershed.com/sites/default/files/RoadsEnglishBOOKapril2015b.pdf).

"Before winter or the wet season, all permanent, seasonal, and temporary roads should be inspected and prepared for the coming rains. Winterizing consists of maintenance and erosion control work needed to drain the road surface, to ensure free-flowing ditches and drains, and to open all culverts to their maximum capacity. On unsurfaced roads, water bars may be required at spacings dictated by the road gradient and the erodibility of the soil, as well as the proximity of the drainage structure to a stream (Table 3). Trash barriers, culvert inlet basins, and pipe inlets should all be cleaned of floatable debris and sediment accumulations. Ditches that are partially or entirely plugged with soil and debris should be cleaned, and heavy concentrations of vegetation which impede ditch flow should be trimmed. This is also the best time to excavate all unstable or potentially unstable road fills and side cast which could fail and be delivered to a watercourse during the coming wet season. All bare soil areas which were disturbed by maintenance work or other activities should be seeded and mulched with straw. Once seasonal and temporary roads have been winterized, they should be gated and closed to "non-essential" traffic."

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6.25 Dangerous Conditions

Wildfire disasters can uncover and cause a number of dangerous conditions that would otherwise go undetected. Besides the dangerous conditions from burned trees, past User Agency disaster Operations have also discovered hand-dug wells and cisterns, unsecured mine shafts and tunnels, and unsafe bridges. These items may need to be addressed by the DDHTR Contractor either using contract bid items, if applicable, or by working through a contract change order process to assess the costs and include them in the DDHTR Contractor's scope of work. Other unexpected dangers experienced include disgruntled and/or distraught property owners or neighbors. Care and respect shall be taken when approaching any local residents. If the A&M Contractor or DDHTR Contractor finds themselves facing an angry or distraught person, they should not engage, go to a safe location, and contact both health and safety officer and the User Agency's OSC asap to describe the circumstances and to await further instructions.

6.26 Temporary Bridges

Access to some properties may require placement/construction of temporary bridges (due to damaged, undersized, or non-existent bridges) across active or intermittent streams, ravines, or other waterways. The DDHTR Contractor shall be prepared and required to place/construct such temporary bridges up to fifty (50) foot spans, between the ordinary high-water marks, as part of these operations. Bridges necessary to span greater distances may be compensated separately. If necessary, as a crossing may fall within the ordinary high water mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code section 1600 permit. The DDHTR Contractor will be responsible for submitting such necessary permits.

The DDHTR Contractor shall provide temporary bridges concurrent with IMT direction to maintain the pace of disaster recovery operations. At no point shall debris or hazard tree removal operations be delayed due to the DDHTR Contractor deploying a limited number of temporary bridges, contrary to the IMT's direction. DDHTR contractor shall be responsible for deploying temporary bridges within thirty (30) days of notice from the IMT. The DDHTR shall be responsible for providing a sufficient number of temporary bridges concurrently to ensure no delay to recovery operations. The A&M Contractor shall assist the IMT in determining the need for any temporary bridges and the appropriate span length of the temporary bridges.

All temporary bridges shall be removed by the DDHTR contractor once all parcels requiring the bridge for access are returned to the county.

6.27 Base Rock Placement

Base rock materials, used to assist the DDHTR Contractor to access ROE properties or to access debris piles on such properties, must meet the requirements of Section 26 of the 2018 CalTrans Standard Specifications for ¾" Class 2 Aggregate Base, placed at a nominal thickness of three (3) inches with a ninety-five (95) percent relative compaction.

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Recycled material that meets CalTrans specifications for Class 2 Aggregate Base is acceptable. Base rock should be deployed, when necessary, to make safe access to work sites.

7. POST DEBRIS REMOVAL OPERATIONS

7.1 Confirmation Sampling (A&M Contractor)

Confirmation sampling will be conducted after fire-related structural debris has been removed from a property. After the debris is removed, representative soil samples will be collected and analyzed to measure concentrations of constituents of concern. The number of soil samples collected per excavated area on a parcel will be determined based on the estimated square footage of the ash footprint; a minimum of one (1) composite sample will be collected from a footprint measuring approximately one hundred (100) square feet or less.

If the ash footprint is greater than five thousand (5,000) square feet, the A&M Contractor will prepare a sampling strategy such no five-point decision unit has any dimension greater than one hundred (100) feet. In general, a sampling strategy of one additional decision unit per one thousand (1,000) square feet if the ash footprint exceeds five thousand (5,000) square feet should be followed. All sampling strategies should use a five (5) point dice pattern for single, double, or irregular shape decision units. If two, five (5) point dice decision units are used, the adjacent five (5) point composite sample point shall be a minimum of twelve (12) inches away from the other decision unit. Each decision unit shall have a unique sampling location and should not be co-located. Contiguous decision units of (3) three or more should favor the use of a straight-line pattern.

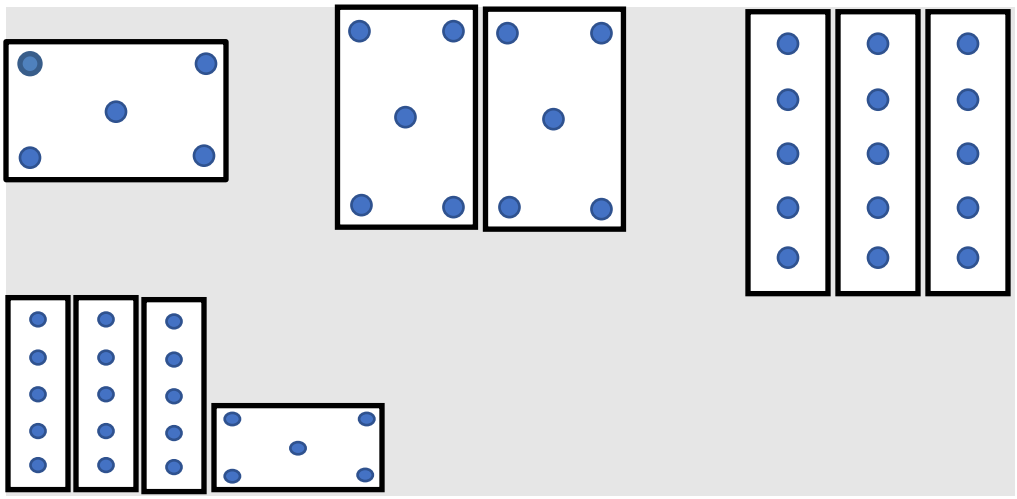
Table 7 below indicates the total number of five (5) point composite samples needed to be collected based on the estimated square footage of ash footprint.

Table 7. Confirmation Sampling Matrix

Estimated Square Footage of Ash Footprint (Decision Unit)	Number of 5-Point Aliquots
0 – 100 square feet	1
101 – 1,000 square feet	2
1,001 – 1,500 square feet	3
1,501 – 2,000 square feet	4
2,001 – 5,000 square feet	5
> 5,000 square feet	Sampling strategy will be discussed between the IMT and Environmental A&M Contractor.

Figure 7.1. Typical Confirmation Sampling Strategies for Decision Units

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All confirmation samples will be collected from a depth of zero (0) to three (3) inches using a dedicated four (4) ounce plastic scoop and placed in eight (8) ounce jars. Samples will be shipped to an approved laboratory for analysis for Title 22 Metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) by EPA Method 6020 and/or EPA Method 7471A for Mercury. Other analytes were not selected based on previous fire incident sampling (CalEPA 2015). Each aliquot location will be recorded on the site assessment log and physically marked with irrigation flags. A geographic positioning system (GPS) may also be used if sample locations are not easily determined.

If any of the areas exceed the site-specific screening levels, the aliquot (sample) locations will be evaluated, and it will be decided by User Agency and the A&M Contractor if a localized scrape or a full scape of the portion of the remediated footprint will be needed. Upon completion of this remediation, the A&M Contractor will collect the same five-point composite sample from the area and submit them for analysis as discussed above.

Confirmation sampling results will be compared to the project-established cleanup goals to assess the effectiveness of the ash and debris removal. The A&M Contractor will evaluate the analytical results by comparing the soil sampling results to the pre-determined background concentrations and cleanup goals. If any of the confirmation sampling results exceed cleanup goals, the parcel will be further excavated (Re-scraped) at the direction of the User Agency's OSC, and the A&M Contractor will collect additional confirmation soil samples after the excavation is complete.

All soil confirmation samples will go through a Level 2 verification process.

Once the samples pass the cleanup goals or site-specific goals, the DDHTR Contractor has placed the required and approved erosion control materials, and a final site walk conducted and approved by the User Agency's OSC or designee, a sample approval form will be forwarded to the local government so the property owner can begin the

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permit process. The property owner is not allowed to impact the sampling area until erosion control and the final site walk is complete.

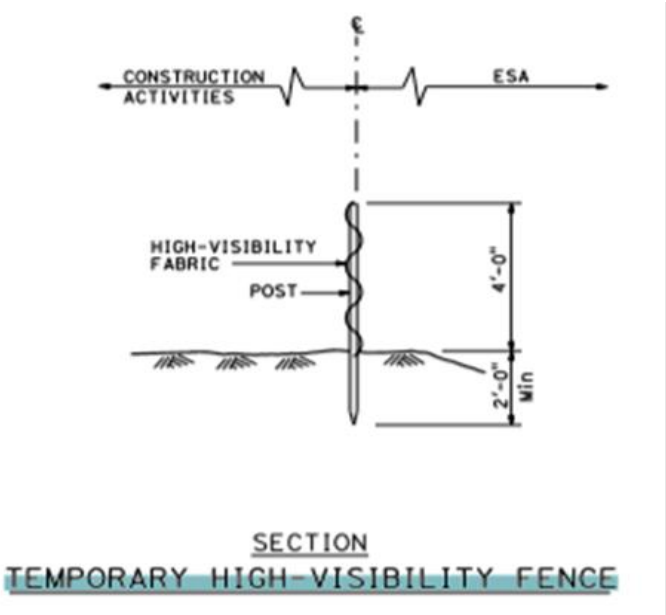
Cleanup goals will be established by User Agency with support from the A&M Contractor.

7.2 Temporary Safety Fencing Installation (CalTrans Type ESA) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Temporary Safety fences, as described in the following paragraphs, will be installed around potential safety hazards, such as swimming pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined by the User Agency's OSC or designee. Sites on which fencing is to be placed will have been cleared of ash and or other debris as part of the overall debris removal operation. Fencing will be installed after the DDHTR Contractor has demobilized from the area and the property has passed its soil sampling and analysis testing. The fencing is intended as a safety precaution to indicate that there are nearby fall hazards after the debris removal operation has been completed. The fence is intended to minimize access in areas directed by the User Agency's OSC. This fencing will not be removed by the DDHTR Contractor.

A temporary fence shall be furnished, installed, and maintained (while the DDHTR Contractor is deployed to the Operational area and until the properties are signed off back to the County, in conformance with the details shown on the plans below (Figure 7.2, Temporary High Visibility Fence), as specified in these special provisions and as directed by the User Agency's OSC or designee.

Figure 7.2 Temporary High Visibility Fence



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Used materials may be installed provided that the used materials conform to these special provisions. Materials for temporary safety fence (Type - Environmentally Sensitive Area - ESA) shall conform to the following:

High visibility fabric shall be machine-produced, orange-colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant shall be a minimum of five (5) feet in width with a maximum mesh opening of two (2) inches x two (2) inches. High visibility fabric shall be furnished in one (1) continuous width and shall not be spliced to conform to the specified width dimension.

Posts for temporary safety fence (Type ESA) shall be of one (1) of the following:

a) Wood posts shall be fir or pine, shall have a minimum cross-section of two (2) inches x two (2) inches, and a minimum length of five (5) to six (6) feet the end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservatives.

b) Steel posts shall have a "U", "T", "L," or another cross-sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of five (5) to six (6) feet. One (1) end of the steel post shall be pointed, and the other end shall have a high visibility colored top.

Fasteners for attaching high visibility fabric to the posts shall be as follows:

a) The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples or as recommended by the manufacturer or supplier.

b) Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. The maximum spacing of tie wire or fasteners shall be two (2) feet along the length of the steel post.

The temporary fence(s) shall be installed as follows:

1) All fence construction activities shall be conducted from outside the ESA as shown in the figure above or as staked.

2) Posts shall be embedded in the soil a minimum of one (1) foot. Post spacing shall be eight (8) feet maximum from center to center and shall at all times support the fence in a vertical position.

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8. HAZARD TREE REMOVAL OPERATIONS

If User Agency elects to include hazard tree removal in the Operation, the following section applies.

8.1 Eligibility

8.1.1 Hazard Tree Categories

For the purposes of these Special Provisions, hazard trees are classified into four categories. The User Agency will determine and advise the A&M Contractor what categories of trees are eligible for assessment. For all categories of hazard trees, refer to the "Criteria" section for additional requirements regarding which trees are eligible for removal.

A. Category 1 – Public Right-of-Way Tree: A tree rooted in the publicly owned or maintained right-of-way (ROW) of the local government, as defined by local California municipal code, not to include lands owned by the Federal Government.

B. Category 2 – Danger Tree: A tree on an enrolled private property that prohibits the safe operation of debris removal personnel, as determined by the DDHTR contractor. Removal of these trees is a component of the structural debris removal function and is not eligible for separate compensation.

C. Category 3 – PPDR Tree with Public Improved Property Target: Tree on an enrolled private property that is within striking distance of public ROW or other public improved property (for example: public schools, libraries, or other public buildings).

D. Category 4 – PPDR Tree with Private Road Target: Tree on an enrolled private property that is within striking distance of a private road (see "Road Types" for an additional definition of "private road").

E. Category 5 – Public Property Target: Tree on approved public agency property threatening public improved property.

8.1.2 Road Types

The following descriptions define whether a road should be considered "public" or "private" for purposes of determining whether a tree should be classified under Category 3 or Category 4 of the above section.

8.1.3 Public Roads

A. Public roads are legally defined by recorded map and include improved and unimproved land within a public right of way

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B. Public roads within the operational area that are owned and maintained by fee title or easement by the local government jurisdiction; public roads are intended for use as multi-modal transportation corridors for the mobility of people, goods, and services. Public roads serve vehicles, pedestrians, bicycles, mass transit, service companies, such as mail and package delivery, waste-haulers, and emergency responders.

C. For the purpose of the Operation, the public road right of way is generally determined and validated by the local agency

D. The public road right of way includes the roadway and the adjacent improved or unimproved portion of the roadside.

8.1.4 Private Roads

A. Private roads include improved and unimproved land.

B. Private roads within the operational area are generally owned and maintained as an easement by one (1) or more private property owners (see Civil Code section 845(b)). Such easements by use are generally recorded and defined by a title. Private road easements may be maintained by one or more property owners or by legal entities such as a Homeowner's Association by Covenants, Conditions, and Restrictions (CCRs), a non-profit corporation, or another corporate entity.

C. The private road right of way includes the road surface, such as pavement, gravel, or other road surface materials.

8.1.5 Criteria

Potential hazard trees will be identified as eligible utilizing the following criteria:

A. The tree is rooted on a private parcel with a Right-of-Entry permit or approved public lands (including Rights-of-Way).

B. The tree is dead or likely to die in the next five (5) years as a result of the declared wildfire, as determined by a Register Professional Forester or a Certified Arborist with a Tree Risk Assessment Qualification (TRAQ) certification.

C. The tree is standing and, as determined by the Registered Professional Forester or TRAQ Certified Arborist, presents a hazard to the public right-of-way, public improved property, or other IMT- designated eligible target. For the purposes of this Operation, to assist in the determination of whether the tree presents a hazard, the Registered Professional Forester or TRAQ Certified Arborist should consider the tree's distance from the target pursuant to U.S. Occupational Safety and Health Administration (OSHA) criteria for establishing work areas. This OSHA standard prescribes at least two (2) tree lengths (two

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hundred (200) percent the height of the tree) and a greater distance where conditions make rolling or sliding of trees reasonably foreseeable, or the grade of the land the tree sits upon is such that the tree could not reach the target (on a steep slope below the target).

D. The tree has a diameter of six (6) inches or greater, measured 4.5 feet above ground height.

8.1.6 Identification of Potentially Eligible Parcels (A&M Contractor)

The A&M Contractor is responsible for determining which enrolled private parcels could be potentially eligible for hazard tree removal and should be inspected by a Registered Professional Forester or TRAQ Certified Arborist through a desktop review.

Parcel eligibility for hazard tree removal will be determined using the “Buffer” analysis tool in ArcGIS (or equal compatible software as directed by the User Agency), an analytical tool that approximates which parcels are adjacent to rights of way. The result of this analysis will identify which parcels fall within the “public road buffer,” a geographic polygon extending on both sides of the centerline of the public road right of way. GIS shapefiles (or equal) identifying public roads shall be acquired from all involved local jurisdictions for this analysis unless otherwise provided or directed by the User Agency. The buffer distance for the public roads layer(s) shall be determined based on the height-distance to target criteria described in the “Criteria” (8.1.5) section of this plan and the expected height of trees in the area. The buffer should be applied to both sides of the centerline of the road right of way. Parcels that intersect with the public roads buffer should receive a hazard tree assessment. The IMT should appropriately consider scenarios where trees taller than the expected height are discovered and adjust assessment procedures where warranted.

8.2 Soft Start

To confirm the A&M Contractor and DDHTR Contractor’s readiness to conduct hazard tree removal operations, “Soft Starts” will be conducted at two (2) milestones:

A. Start of hazard tree removal assessment.

B. Start of the hazard tree removal.

8.3 Assessment and Monitoring (A&M) Activities (A&M Contractor)

Once directed to start work, the A&M consultant will perform one (1) full day of hazard tree assessments. They will also perform one (1) full day of video recording for the roadways within the burn scar. Once a full day of assessments has occurred, the A&M Contractor will provide a presentation to the User Agency, reviewing the assessment

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protocols and processes and the resulting data. The User Agency will determine whether the protocols, processes, and resulting data are sufficient to commence hazard tree assessment. If the User Agency determines the results are insufficient, it will provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

8.4 Hazard Tree Removal (DDHTR Contractor and A&M Contractor)

All parties will be present to perform their function of the tree removal process, including, but not limited to, the pre-work site walk (referred to as the "360-degree Site Walk"), reviewing of documents via the consultant's platform, safety area establishment, ticket issuance, roles and responsibilities of all parties, communication between all parties including the DDHTR Contractor and the A&M Contractor, and traffic control. Following the completion of the soft-start day, the A&M Contractor will provide the User Agency with examples of the documentation collected. The User Agency will confirm the documented collected is sufficient to commence hazard tree removal operations. If the User Agency determines documentation is insufficient, the User Agency may direct that the A&M Contractor make adjustments to its documentation processes and conduct an additional soft start to evidence that all requested changes have been made. All adjustments must be made within five (5) working days.

8.5 Assessment (A&M Contractor)

Credentials:

Only a Registered Professional Forester or TRAQ Certified Arborist may perform hazard tree assessment. Additional staff may be assigned to assist in documentation, tagging, or other activities not directly related to assessing hazard trees.

8.5.1 Pre-Assessment Activities (A&M Contractor)

An assessment team will be composed of a Registered Professional Forester or TRAQ Certified Arborist and at least one (1) Crew Leader. The assessment team will be assigned to authorized, enrolled private properties or segments of the public right of way ("ROW Segments"). The Planning Group will provide the assessment team with a daily list of enrolled private properties and/or ROW segments to assess. The assessment team will review the Right of Entry Permit (ROE) prior to entering the property, which contains the address, the corresponding assessor's parcel number (APN), homeowner accounts and descriptions, and other pertinent site information. The assessment team will mobilize and, using the information provided in the ROE, confirm they are at the correct property. Parcel maps and

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GPS-equipped applications may also be used to help the assessment team confirm the property.

Prior to entering the property, the assessment team will conduct a health and safety review to communicate the site-specific emergency response plan, known or anticipated hazards (e.g., overhead lines), unusual conditions, and other information relevant to performing work on the property. The team will conduct a 360-degree Site Walk to identify additional, previously unknown hazards and mitigate them prior to entering the site.

8.5.2 Hazard Tree Assessment Process (A&M Contractor)

As described in Exhibit A, Section B., Item 14) “Development of a Hazard Tree Assessment Methodology," the A&M Contractor shall develop and present to the User Agency a technical methodology for identifying and assessing hazard trees. The methodology should account for all requirements herein and be used consistently throughout the Operation.

Additionally, the A&M Contractors hazard tree assessment process should account for the following:

A. Appropriate controls for ensuring all eligible targets are accounted for in the assessment.

B. Appropriate processes for accounting for other tree mortality factors, such as drought or insect infestation, and for ensuring that only trees that are dead or likely to die in the next five (5) years as a result of the declared wildfire are marked for removal.

C. Processes for a Modified Tree Assessment for steep slopes where standard assessment processes are impracticable or unsafe:

   1) GPS Coordinates will be located at the closest safely accessible area on the road to which its address or ROW segment is assigned.

   2) The diameter will be estimated remotely with the help of binoculars and a range finder. No photo of the tree diameter would be provided. The actual diameter of the tree will be determined when it is brought to a safely accessible area.

   3) No stump photo will be taken. If the tree must be brought off the slope, the arborist or TFL will take a photo of the cut face; however, no spray paint or tag will be affixed to the tree.

D. Other scenarios in which a standard tree assessment is impracticable or unsafe.

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8.5.3 Hazard Tree Assessment Documentation (A&M Contractor)

As part of the Strike Team, the Contractor Arborist shall mark and document all hazard trees with a User Agency approved Esri-compatible data collection software. The User Agency approved Esri-compatible data collection software shall be accessible and viewable by the User Agency at all times during the operation. Data collected shall include:

A. Unique identification numbers for all trees.

B. The number of trees (on the parcel or county road segment) on a SA map.

C. Each tree's species (as determined by the Arborist).

D. Tree height.

E. Tree diameter (at 4.5 feet above ground level).

F. The relative height of the tree is measured by a hypsometer or measuring tape and a clinometer or equal industry-standard method.

G. Tree GPS coordinates.

H. Distance of tree to eligible target measured by hypsometer or measuring tape.

I. Photographs of each tree before removal showing all of the following unless directed and approved by the User Agency:

   1) The unique identification number on the tree trunk prior to felling.

   2) The diameter on the measuring tape.

   3) The tree standing and in context (photo should be taken from sufficient distance away from the tree to show the tree alongside the rest of the parcel).

   4) The threatened public improved property or right of way from the perspective of the hazard tree.

A&M Contractor shall place all data and photographs collected (including the map prepared in "e)" below) in a database folder for each property by APN and available to the IMT electronically in the GIS management services database (refer to Section 5.B.11). Information shall be uploaded to the Contractor's database and accessible by the User Agency and IMT within twenty-four (24) hours of the day the tree was assessed.

A&M Contractor shall create a map showing the location of the trees included on the property or ROW. This survey map shall include a tree represented as a circle

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and tagged with a tree identification number. As necessary, A&M Contractor shall utilize Licensed Land Surveyor(s) (with all required survey equipment) as part of a two-person survey team(s) to delineate hazard tree locations with respect to property lines.

When necessary, the Strike Team shall mark approximate property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being felled. Mark this possibility on the site map.

8.5.3 Hazard Tree Marking Specifications (A&M Contractor)

Contractor shall mark each hazard tree in accordance with the specifications provided below unless otherwise directed by the User Agency:

A. Three blue dots shall be painted with marking paint on the bole of the tree at breast height in a manner such that the dots will be visible from multiple angles.

B. A metal tag marked with both the Unique ID number of the hazard tree and a barcode connected to the Unique ID number should be affixed with a nail to the tree below the cut line (less than six inches from the ground). The metal tag should be circled with blue marking paint to ensure it is noticeable.

8.5.4 Boundary Trees (A&M Contractor)

A “Boundary Tree” generally refers to a tree that straddles a boundary line. The Professional Land Surveyor(s) are requested to locate and mark in the field and prepare a written report regarding certain Boundary Trees with respect to the relevant boundary line(s). At a minimum, the written report from a Professional Land Surveyor of Boundary Trees should include the following elements for each tree:

A. Tree ID
B. General tree type (conifer, deciduous)
C. Approximate tree diameter
D. Property Address(es)
E. Property APN(s)
F. Determine the relationship of subject trees to relevant boundaries
G. Map to scale of relevant boundary lines and tree(s)
H. Identify the surveyor, the surveyor's address, and license number; and
I. Identify the north reference and/or basis of bearings

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8.6 Work Management Planning

8.6.1 Prioritization Considerations for Runways (User Agency or Designee)

Parcels will be prioritized for hazard tree removal by the User Agency. The User Agency may consider a number of factors when prioritizing parcels and developing work schedules to meet operational needs to ensure parcels move expeditiously through the debris process so the property owner can commence rebuilding or protecting the public. At times this prioritization may impact contractor operational efficiency. Below are example priorities that the User Agency may elect to implement:

A. Imminent Dangerous Trees

Parcels with trees that, in the opinion of the User Agency or A&M Contractor, pose a more imminent risk to the public may be prioritized above others.

B. Debris Removal Properties Approved for Erosion Control

Prioritizing properties for which soil samples meet operational cleanup goals and are deemed ready for erosion control by the User Agency or designee will ensure that the hazard tree removal function can proceed expeditiously through the hazard tree removal process.

C. Hazard Tree Only

Properties that do not require structural debris removal generally have fewer dependencies, and hazard tree removal may be able to commence on these properties sooner than others.

D. Debris Containing Properties

These parcels have not yet been entirely cleared of debris or contaminated soil; however, the hazard trees can be safely felled if tree operations can be conducted without disturbing the debris and ash footprint.

E. ROW Trees

ROW Trees may be prioritized by the User Agency. These trees may be the highest priority if presenting an immediate threat to the traveling public.

8.6.2 Work Management Processes

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The User Agency shall establish appropriate work management processes or may direct the A&M Contractor to develop a work management process for managing hazard tree assessment and removal activities. The User Agency's work management process may define timelines under which the A&M Contractor and the DDHTR Contractor shall complete certain tasks. The User Agency may elect to divide the work into "Work Packages" as described below:

A. Available work (enrolled private parcels or ROW segments) will be divided into Work Packages.

B. A Work Package will be assigned to the A&M Contractor, who will complete all-hazard tree assessments (if not completed prior to Work Package development), biological inspections, archaeological inspections, and any other required pre-felling inspections. The User Agency may define the timeline by which these pre-felling inspections shall be completed for each Work Package, based on the size and complexity of the Work Package.

C. A Work Package will subsequently be assigned to the DDHTR Contractor for pre-inspection. During pre-inspection, the DDHTR Contractor shall determine and document the means and methods for felling and removal (such as type of equipment to be used, potential access issues, or any required permits or CAL FIRE regulatory documents).

D. Once the DDHTR Contractor has completed all pre-inspection tasks, that Work Package will be assigned to the DDHTR Contractor for hazard tree removal. The DDHTR Contractor will complete all felling and removal operations for the Work Package. The User Agency may prescribe expected or required timeframes for completing operations in the Work Package or may elect not to release additional Work Packages until prior Work Packages are complete. The intent is to prosecute the full scope of the work in a systematic and incremental manner.

E. The User Agency may direct the A&M Contractor to validate the completion of the Work Package or otherwise assist in determining that all needed hazard tree removal operations have been completed within a Work Package or set geographic area.

8.7 Pre-Felling Inspections (DDHTR Contractor)

8.7.1 Forest Practice Considerations

The DDHTR Contractor, as a California Licensed Timber Operator (LTO), is responsible for their compliance with the Forest Practice Rules. The DDHTR Contractor's Registered Professional Forester (RPF) is tasked with drafting and submitting permitting and regulatory documents and oversight of all aspects of a Timber Harvest activity, acting as a lead in interpretation of the Forest Practice

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Rules. In this capacity, the RPF will typically oversee the placement and mapping of the Watercourse and Lake Protection Zone (WLPZ) by determining stream class, slope, and other factors; supervise or determine the mortality of dead or dying trees; work with the archaeologists, or act in their capacity to determine and put in avoidance, minimization, and mitigation measures to protect significant cultural and prehistoric sites; working with biologists, or acting in their capacity to determine and put in avoidance measures to protect endangered or threatened species, and nesting birds; work with the CAL FIRE Unit Inspector to determine the best means and methods to fell trees near sensitive resources, and enforce all other aspects of the Forest Practice Rules.

The A&M Contractor's RPF(s) is/are responsible for assisting the User Agency in ensuring DDHTR Contractor's compliance with the Forest Practice Rules and overseeing hazard tree assessment operations.

8.7.2 Consultant Pre-Inspection (A&M Contractor)

Arborist Final Assessment

The User Agency may request that at least forty-eight (48) hours but no more than seven (7) working days prior to the beginning of the hazard tree removal, a final hazard tree assessment will be conducted by an RPF or TRAQ Certified Arborist certification to ensure all potential hazard trees have been assessed and all marked trees meet hazard tree eligibility criteria.

Final Biological Review

The User Agency may direct that the A&M Contractor perform a final biological review prior to felling. The need and specification for such a review are discussed in greater detail in the Environmental Protection Plan.

Data Validation

Prior to commencing hazard tree removal on each parcel or ROW segment, the A&M Contractor shall confirm that all hazard tree data and, if applicable, documented permits associated with the parcel or ROW segment are accounted for and match across all data sets. The A&M Contractor shall:

A. Confirm the appropriate hazard tree assessment is accounted for and accessible.

    1) Confirm the count of hazard trees identified in the assessment matches the count of unique tree photos in the assessment.

    2) Confirm the count of hazard trees identified in the assessment matches the count of hazard trees on the tree sketch.

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3) Confirm that all exception/incidental trees are identified and noted in the tree assessment and sketch.

B. Confirm that the count of hazards trees in the tree assessment matches the count in the approved database.

C. Confirm that the number of tree tags associated with this APN matches the count of trees identified in the hazard tree assessment.

D. Confirm that, if applicable, the required permits are associated with the correct APN and are documented properly in the approved database.

E. If any of the above criteria are not met, the discrepancies should be resolved via a desktop or physical site review prior to the parcel being assigned to a tree-felling crew or placed on a runway.

8.7.3 Contractor Pre-Inspection (DDHTR Contractor)

The DDHTR Contractor shall inspect the property prior to beginning tree-felling operations to determine the preferred means and methods, identify access issues, incidental trees (trees that inhibit the safe felling of eligible hazard trees), and any property owner issues or concerns. This information should be provided to the User Agency upon completion of pre-inspection on a parcel to ensure it can be accounted for in the User Agency and A&M Contractor's planning.

The DDHTR Contractor may also be required to physically mark timber onsite prior to the Operation's felling operation, such as with marking paint or flagging tape. The purpose of this marking is to delineate what timber must be removed by the DDHTR Contractor and what timber was pre-existing and will not be removed.

It is the DDHTR Contractor's decision to utilize an adjacent property to fell an eligible hazard tree. Where a DDHTR Contractor utilizes an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall ensure the following minimum steps occur prior to commencement of felling activities:

A. Establish that a valid ROE Permit or Access ROE exists for the adjacent property.

B. Ensure all archaeological and biological protocols and protection measures are in place; and

C. Make reasonable attempts to notify the adjacent property owners. At a minimum, the DDHTR Contractor (or the A&M Contractor, if requested by the User Agency) must attempt to make contact with this adjacent property owner no less than twenty-four (24) hours before the start of work.

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In making a decision to utilize an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall acknowledge:

1) Several factors including, property ownership changes, could affect the accuracy of available information relating to adjacent properties.

2) The A&M Contractor may not have accurate information to support the proposed activities on an adjacent property.

The DDHTR Contractor bears sole responsibility for all harm resulting from its decision to use an adjacent property to fell, remove, or manage an eligible hazard tree. To minimize these risks to the DDHTR Contractor, the DDHTR Contractor should incorporate the potential for felling eligible hazard trees into adjacent properties into the compulsory pre-inspection protocols and provide advance notice to A&M Contractor.

A&M Contractor personnel, to the best of their abilities and knowledge, should advise the DDHTR Contractor whether any of the DDHTR Contractors' proposed activities could result in harm to the Operation, including any available information relating to an ROE Form or the known archaeological and biological information for that immediate area. In doing so, the A&M Contractor personnel shall consider the specific circumstances where the DDHTR Contractors elects to use an adjacent property with approved ROE Forms to fell eligible hazard trees. The A&M Contractor personnel shall record all pertinent information.

8.8 Hazard Tree Felling and Removal

8.8.1 Pre-Work Walk (360 Degree Site Walk) (DDHTR Contractor and A&M Contractor)

This walk is conducted by both the DDHTR Contractor and A&M Contractor's TFL by walking the entire parcel to accomplish the following: Identify property boundaries, ingress and egress routes, anticipated felling techniques to be used, potential incidental trees to be taken, review the listing of eligible trees and site sketch against marked trees on-site and document changes such that it reflects what is observed, identify and mark (if not already marked) septic tanks, wells, utility connections, and other fixed structures that could be damaged, identify drop zone and mark the area, establish traffic control (see Traffic Control Guidance in Section 5.22), and physically mark trees which had already been assessed and determined to be eligible hazard trees which are no longer standing. For each 360-degree Site Walk, the DDHTR Contractor and A&M Contractor shall agree to the number of eligible hazard trees to be felled (prior to any actual tree felling), record the number of trees actually felled, reconcile any discrepancies, and report any disputes using the Chain of Command.

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8.8.2 Responsibilities of the A&M Contractor

Pre-Felling Documentation

The A&M Contractor shall photograph each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing and has not been felled by others. If the tree has fallen naturally or appears to have been felled by a third party, the A&M Contractor should photograph the current condition of the tree (or stump) and notate the finding in its database.

The A&M Contractor should validate the GPS coordinates of each tree at the time of felling to ensure the coordinates reflected in the A&M contractor's database are accurate.

Post-Felling Documentation

The felled surface of each stump must be marked with the last three (3) numbers of its unique identification number with marking paint.

The A&M Contractor shall photograph each tree stump after the tree is felled. The photograph must show the tree tag and the painted number on the cut surface.

Any changes in the total tree count must be documented.

A final GIS site map, which includes GPS coordinates of each tree, shall be created.

At the User Agency's discretion, alternative forms of documentation may be followed to accommodate specific site conditions. Some examples include:

A. White paint marking an "X" for previously located stumps that have been removed during tree felling.

B. Documentary evidence captured concurrently with tree felling

C. Other assessment documentation methods that accommodate safety concerns, as determined by the User Agency

Archeological and Biological Monitoring

Consultants/Monitors will produce the assessment and monitoring post-felling reports for Endangered Species Act Section 7 and National Historic Preservation Act Section 106 compliance. The report will include all documents and will be sent to the Environmental Lead for review and final approval. Other guidance, direction, or requirements are outlined in the EPP.

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8.8.3 Responsibilities of the DDHTR Contractor

The DDHTR Contractor's Crew supervisor will decide how the tree felling will be accomplished and inform the TFL during the 360-degree Site Walk. All trees must be felled in a safe manner and in a manner that does not impact neighboring unenrolled parcels, public infrastructure, or improved property (including underground infrastructures, such as septic tanks, utility lines, etc.).

The DDHTR Contractor's Crews will fell hazard trees as identified and marked by the A&M Contractor's Arborist, and stumps will be flush cut (within six (6) inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the User Agency or designee.

The DDHTR Contractor must ensure reasonable access is provided to the A&M Contractor to perform their tasks, as specified in these Special Provisions, or as otherwise directed by the User Agency. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.

Felled trees and other vegetative debris will then be collected and removed from the site. In some situations, the User Agency may direct that certain trees are lopped and scattered on-site or otherwise not removed for environmental protection or safety reasons. Trees and/or tops and limbs may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to end use facilities at the discretion of the DDHTR Contractor. If directed by the User Agency, the DDHTR Contractor will place no more than two (2) to three (3) inches of chipped slash on all areas greater than one hundred (100) contiguous square feet where the soil has been disturbed by the DDHTR Contractor's hazard tree removal operation. The User Agency may prescribe specific requirements for wood chipping, for example:

A. The Wood mulch shall be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water.

B. The wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction,

C. Efforts shall be made to preserve existing vegetation, if practicable.

It is expected that the DDHTR Contractor will complete all necessary felling, processing, chipping, and removal activities as part of a singular operation rather than multiple discrete steps unless otherwise authorized by User Agency. For example, the DDHTR Contractor shall not split hazard tree removal crews into multiple discrete units (for example, separate wood management, tree felling, and tree removal crew). Each Hazard Tree Removal Crew must include all required equipment and personnel to complete the full

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felling, processing, and removal process. Such equipment may include, for example:

A. One (1) crane or rubber tired and/or rubber tracker bucket rig

B. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher

C. One to two (1 – 2) laborers for processing fallen timber

D. One (1) skid steer or excavator for handling timber onsite

E. One (1) track or tow-behind chipper

F. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

The User Agency may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel. The DDHTR Contractor is responsible for providing all necessary equipment and personnel to safely fell, process, and remove all marked hazard trees and wood materials, which may exceed the equipment and personnel listed above. No additional compensation will be provided for additional equipment or personnel.

Wood material other than chips or mulch used for erosion control shall not be left on site after the demobilization of the Hazard Tree Removal Crew. With the approval of the User Agency, Hazard Tree Removal Crews may be permitted to work on multiple parcels concurrently (for example, the felling component of the crew may advance to the next scheduled parcel while the chipping and removal components are continuing work on the initial parcel). The User Agency may prescribe how many parcels may be actively worked per Hazard Tree Removal Crew. However, methodologies that bifurcate felling and removal operations as a standard practice are unacceptable unless specifically authorized by the User Agency. A Hazard Tree Removal Crew should demobilize from a parcel prior to removing all wood material only in cases where a weather standdown or other nonworking day is ordered.

8.9 Post Tree Felling and Removal Site Walk (DDHTR Contractor, A&M Contractor).

Prior to the Hazard Tree Removal Crew's demobilization, the A&M Contractor and DDHTR Contractor shall confirm the following and document on the A&M Contractor provided "tree felling, and removal site walk form/survey":

A. All marked hazard trees have been removed from the property.

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B. Any marked hazard trees that fell naturally or which appear to have been felled by others are documented (i.e., pictures or other evidence), with the tag removed and the marking paint concealed (Both A&M and DDHTR Contractors).

C. If applicable, tree erosion control (chips) has been applied to appropriate disturbed areas. Chipping complies with all contract specifications regarding size and depth and does not cover driveways, structure footprints, drainage features, or WLPZ zones.

D. If chips are not used for erosion control, hydromulch or other Forest Practice Rule BMPs shall be utilized and confirmed used for such disturbed areas.

E. No tree materials resulting from the Operation remain on-site unless otherwise directed by the User Agency.

F. If any property damage resulted from the Operation, the damage is documented by the A&M Contractor as prescribed by the User Agency.

9. FINAL EROSION CONTROL (DDHTR CONTRACTOR, A&M CONTRACTOR – MONITORS AND DOCUMENTS)

Erosion control measures will be implemented to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water bodies during debris removal after a disaster. Best management practices for erosion controls may include the use of fiber rolls, silt fences, erosion control blankets, hydraulic mulch, soil binders, and other mechanisms to reduce sediment. Erosion control plans will be developed by the User Agency's OSC or designee, with input from the A&M Contractor, for those sites requiring Level 3 erosion control. These erosion control levels are described below. Biodegradable erosion control shall be installed after each lot has met site-specific cleanup goals. Efforts should be made to preserve existing vegetation, if practicable. Once the removal has been completed, storm water control measures must be maintained by the property owner or local government. No seeds will be used for individual lots based on property owner concerns.

All erosion control methods, materials, and specifications will be described in the EPP or as directed by the User Agency's OSC or designee. Materials used for erosion control shall be placed at a minimum in accordance with the manufacturer's specifications. All materials shall be certified weed free in an effort to control the spread of noxious weeds.

9.1 Erosion Control Methods

Each residential parcel will receive one of the following measures, as determined by the User Agency's OSC or designee:

A. Level 1: Hydraulic mulch. Hydraulic mulch will include a wood base mulch along with an organic tackifier to cover the entire area impacted by the structural debris

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removal operations. No seeds will be used on this Operation. Level 1 applies to less than seven (7) percent slopes.

B. Level 2: Hydraulic mulch and bio-degradable straw wattles shall be a minimum of eight (8) inches to twelve (12) inches diameter and shall be staked and keyed in. Compost filter socks shall be a minimum of five (5) inches to eight (8) inches diameter and shall be sandbagged in place, as necessary. No staking or keying in will be necessary with Compost filter socks. Silt fences shall be wire-backed in snow zones and used in areas on slopes greater than seven (7) percent.

C. Level 3: Hydraulic mulch, non-synthetic compost filter socks and/or silt fence, and erosion control blankets (such as compost blankets, etc.). Level 3 erosion control applies to sloped areas greater than fifteen (15) percent**.**

Additional erosion control methods may be developed after consultation with regulatory agencies (see alternative products below).

9.1.1 Erosion Control Materials and Specifications

Materials used for erosion control shall be placed in accordance with these Special Provisions or as directed by the User Agency's OSC or designee. All materials shall be certified non-synthetic weed-free in an effort to control the spread of noxious weeds.

The following materials have been identified for the Operation:

A. Hydraulic Mulch – Hydraulic mulch or hydro-mulching is an erosion control process that uses a slurry wood fiber or wheat straw fiber and a tackifier. The slurry is transported in a tank, either truck or trailer-mounted, and sprayed on prepared ground. Each DDHTR Contractor will develop a submittal for the hydraulic mulch for approval by the IMT. The mulch design will be based on virgin wood or seed-free wheat straw and/or corn-based fiber and a non-toxic organic base tackifier. Application rates will also be submitted based on slopes.

B. Fiber Rolls/Straw Wattles – Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood, or other natural fibers are sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow stormwater runoff and trap small amounts of sediment. Fiber rolls shall be eight (8) inches to twelve (12) inches in diameter. Fiber rolls must be certified weed free.

C. Compost filter socks - Compost filter socks are a three (3) dimensional tubular sediment control and stormwater runoff filtration device typically used for perimeter control of sediment and soluble pollutants on and around construction activities. Compost filter socks trap sediment and soluble pollutants by filtering runoff water as it passes through the matrix of

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the compost filter socks. Compost filter socks shall be used on all hardscape areas for erosion control. These areas include driveways, hardscape features including concrete, brick, asphalt and gravel roads, lava cap soils, and areas directed by the IMT. Compost filter socks shall be five (5) inches to eight (8) inches in diameter.

D. Erosion Control Blanket – Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of biodegradable organic materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.

Erosion control blankets shall be one hundred (100) percent organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent the separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the blanket nor netting nor the installation shall pose a safety risk to people walking on/crossing over it or pose a hazard to wildlife such as birds, reptiles, and amphibians.

Appropriate products include, but may not be limited to:

1) Curled I Fiber net (American Excelsior)

2) Curled II Fiber net (American Excelsior)

3) AEC Premier Straw Fiber net (American Excelsior)

4) S 75 BD (North American Green)

5) S 150 BN (North American Green)

6) SC 150 BN (North American Green)

7) C125 BN (North American Green)

8) Excel S-2 All Natural (Western Excelsior)

9) Excel SS-2 All Natural (Western Excelsior)

10) Excel CS-3 All Natural (Western Excelsior)

11) Excel CC-4 All Natural (Western Excelsior)

E. Silt Fence – Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff,

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causing entrained sediment to settle out behind the fence while the water slowly filters through the fabric.

F. Anchors – Anchors are devices that secure erosion control materials such as fiber rolls, erosion control blankets, and silt fences.

For erosion control blankets, anchors shall be completely biodegradable, environmentally safe, and have no potential for soil and/or water contamination. Steel wire pins or staples may be approved by the User Agency's OSC if the alternative is not available or not functional. Petroleum-based plastics or composites containing petroleum-based plastics will not be approved. Materials deemed to present a hazard from splintering or spearing will not be approved. Wood stakes or stakes manufactured from wood byproducts may be approved.

Appropriate products include, but may not be limited to:

1) E-Staple (American Excelsior)

2) CF Bio Staple (CFM Corp)

3) Green Stake (Green Stake)

4) Bio-Stake (North American Green)

5) Enviro-Stake (ODC Inc.)

For silt fence, anchor posts shall be at least thirty-six (36) inches long. Steel posts should weigh no less than one (1) pound per linear foot.

For fiber roll barriers or compost filter socks, stakes shall be wooden and at least eighteen (18) inches long.

G. Netting – Netting is a manufactured product intended to secure wood chips or pine needle mulch to the soil surface.

Netting shall be one hundred (100) percent organic biodegradable and may consist of paper, jute, cotton, or wood fiber netting. Netting material shall be approved by User Agency staff prior to installation.

H. Gravel Bags – Gravel bags are intended to slow stormwater flows and trap sediment on paved surfaces.

Gravel bags shall be filled with ¾" to 1½" washed rock. Bags filled with sand will not be approved.

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9.2 Installation Standards

A. Erosion control BMPs installation shall consist of furnishing and applying erosion control materials. The work includes proper material handling, area preparation, and proper application of erosion control materials and structures.

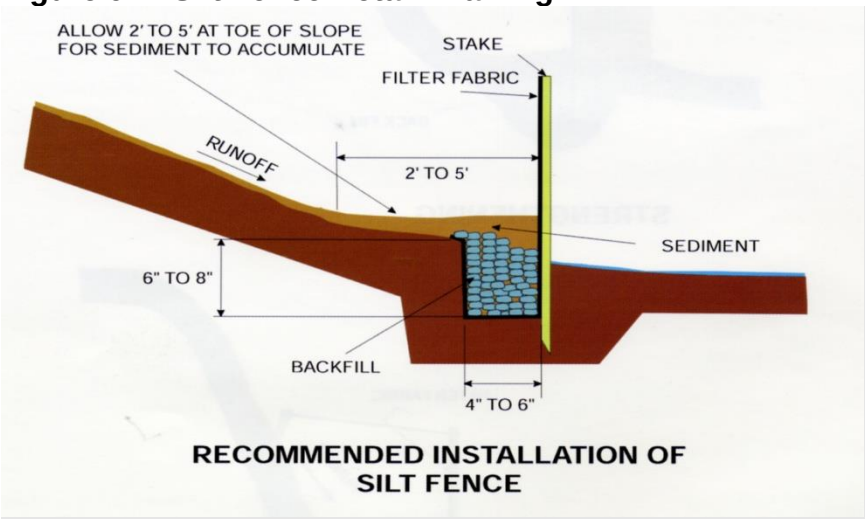
B. Area Management – Construction/demolition materials shall be stored to the maximum extent possible on paved surfaces. When this is not possible, construction/demolition materials shall be stored in areas where a future structure or other hard impervious surfaces will be constructed, such as a future building foundation or driveway.

C. Compost filter socks and fiber roll barriers – Install five (5), eight (8), or twelve (12) inch diameter compost socks as directed by User Agency's OSC. Compost socks may require stakes/anchors, depending on the application, as directed by the User Agency's OSC. Compost socks do not require trenching when used to interrupt sheet flows on asphalt, concrete, or other impervious surfaces.

D. Construction/demolition vehicles shall remain on paved surfaces to the maximum extent possible. When this is not possible, construction/demolition vehicles shall be used in areas where a rebuild of impervious surfaces will occur, such as building foundation or driveway locations.

E. Silt Fence – Install silt fences as directed by the User Agency's OSC. Six (6) inches of the fence shall be buried in a trench along the base of the fence. The posts shall be spaced a maximum of ten (10) feet apart and driven eighteen (18) inches into the soil or to refusal. Sediment shall be removed from the up-slope side of the fence when it reaches 1/3 the height of the fence. Refer to Figure 9-1 below.

Figure 9-1. Silt Fence Detail Drawing



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F. Erosion Control Blanket – Install erosion control blankets as directed by the User Agency's OSC. Starting at the top of the slope, anchor the blanket in a six (6) inch trench, backfill, and securely tamp the backfilled soil. Unroll the blanket downslope, overlapping parallel and subsequent blankets a minimum of four (4) inches. Secure blankets with anchors along with the overlaps and place a minimum of three (3) anchors per square yard. DDHTR Contractor shall determine if more anchors are required and shall be responsible for installing the erosion control blanket so that it will stay in place.

G. Fiber Roll Barriers – Install eight (8) or twelve (12) inch fiber roll barriers as directed by the User Agency's OSC. Place the fiber roll barrier in a two (2) to four (4) inch trench perpendicular to the flow path of stormwater. Drive stakes perpendicular to the ground. If required on steep slopes, drive stakes on either side of the roll and bind together with baling wire. Weighted rolls may be used as appropriate, especially on driveways. Refer to detail Figure 9-2 below. Typical installation spacing for the fiber rolls will be as follows:

1) Ten (10) feet apart for slopes steeper than 2:1 (horizontal: vertical)

2) Fifteen (15) feet apart for slopes from 2:1 to 4:1 (horizontal: vertical)

3) Twenty (20) feet apart for slopes from 4:1 to 10:1 (horizontal: vertical)

4) Fifty (50) feet apart for slopes flatter than 10:1 (horizontal: vertical)

Figure 9-2. Fiber Roll Detail Drawings for Steep Slopes, Fiber Roll Installation

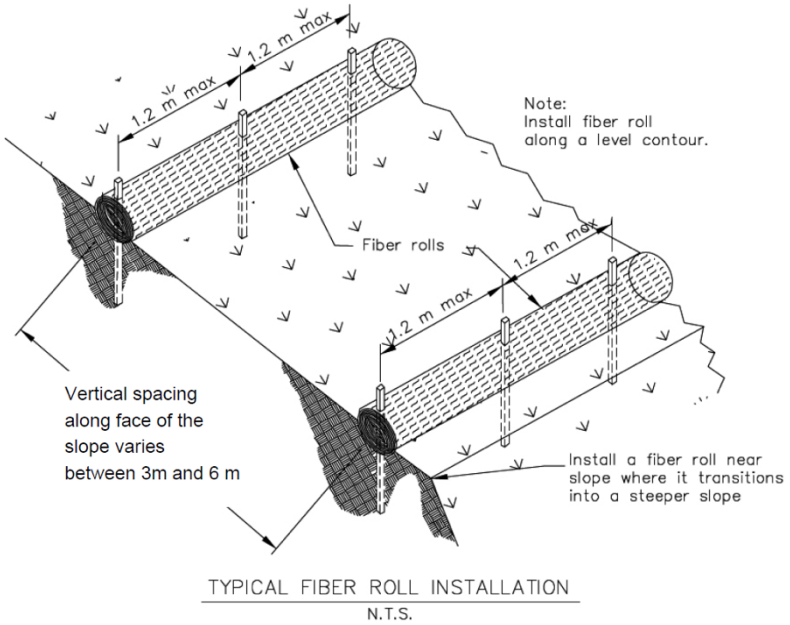
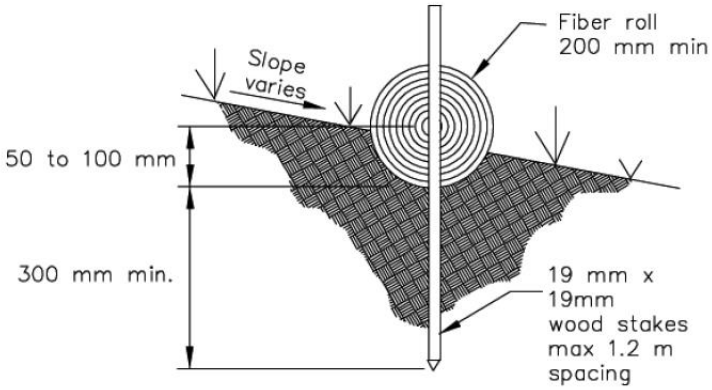


Figure 9-3. Fiber Roll Detail Drawings for Steep Slopes, Entrenchment

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ENTRENCHMENT DETAIL
N.T.S.

H. Compost filter socks - The sock shall be installed downslope of any disturbed area requiring erosion and sediment control and filtration of soluble pollutants from runoff. Compost filter socks are effective when installed perpendicular to sheet or low concentrated flow and in areas that a silt fence is normally considered appropriate. Acceptable applications include:

1) Site perimeters.

2) Above and below disturbed areas subject to sheet runoff, inter rill, and rill erosion.

3) Above and below exposed and erodible slopes.

4) Along the toe of stream and channel banks.

5) Around area drains or inlets.

6) On compacted soils where trenching of silt fence is difficult or impossible.

7) Around sensitive trees where trenching of silt fence is not beneficial for tree survival or may unnecessarily disturb established vegetation.

8) On the frozen ground where trenching of silt fence is impossible.

9) On paved surfaces where trenching of silt fence is impossible.

10) As a slope interruption device to slow runoff and reduce soil erosion.

11) As a check dam in a swale, ditch, or channel.

12) Areas where post-fire stormwater pollutants are a concern.

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I. Gravel Bags – Gravel bags or weighted fiber rolls shall be placed on the downslope edge of impervious surfaces, such as driveways. Place gravel bags in a double row in a “U” shape.

9.3 Site Approval and Final Reports (User Agency, A&M Contractor – Monitors and Documents)

Following the placement of erosion control, the User Agency’s OSC or designees will conduct final site walks of each property. The site walk will consist of a review of the ROE, Site Assessment Report, debris removal information, and other relevant information, and then conducting a site visit to verify all work has been completed to the specifications outlined herein and in the contract. The User Agency’s OSC or designee will prepare a final site walk checklist/report with sign-off signature and submit it to the County.

Additionally, the A&M Contractor will prepare a final completion report package for each property to the affected Counties that includes a copy of the initial property site assessment documents, pre-removal site photographs, final site condition photographs, certified laboratory data for the confirmation samples, and tabulated laboratory data comparing the confirmation sample results to the established cleanup goals. The report will describe the work conducted, the results of asbestos surveys/sampling, and confirmation sample results. Reports will be signed by a Certified Engineering Geologist, Professional Geologist, or Professional Engineer licensed in the State of California.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. For services satisfactorily rendered and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for completed work in accordance with the rates specified herein. Contractor agrees to submit all required invoices related to this Agreement no later than 90 (ninety) days after contract expiration.

B. Itemized invoices shall be submitted with one set of supporting documentation (i.e., receipts, timesheets, etc.) not more frequently than monthly in arrears to:

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95388

C. The Contractor agrees to send all preliminary invoice packages to Mariposa County's Assessment and Monitoring Contractor prior to submission to Mariposa County. Only one (1) county may be billed per invoice. Mariposa County's Assessment and Monitoring Contractor provides invoice package quality assurance and examination services. The Contractor and Mariposa County's Assessment and Monitoring Contractor shall resolve all deficiencies in the Contractor's invoice packages prior to submission to Mariposa County. Refer to Attachment G, Standard Invoice Template. Mariposa County will not process incomplete invoice packages. Each complete invoice package submitted to Mariposa County must include the below information:

1. Contractor's company name and address
2. Date invoice was submitted
3. Billing Period
4. Incident Name
6. Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the County, including a reference to the original invoice number.)
7. The overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
8. Contract line item number/ID
9. Contract line item description
10. Work Order No. for which the cost is authorized
11. Change Order No., if applicable, for which the cost is authorized.
12. Quantity of contract line item
13. Rate of contract line item
14. Overall total of contract line item (for services billed within invoice period)

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15. Clear scanned copies of all tickets and other supporting documents relating to costs billed. Optical Character Recognition (OCR) is preferred for all PDF formatted documents
16. One (1) Copy of Excel format, one (1) copy of PDF format
18. Payment Recommendation Report by Mariposa County's Assessment and Monitoring Contractor
19. Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative

2. COST BREAKDOWN

See Exhibit B.1 attached hereto.

3. PAYMENT WITHHOLD: The provisions for payment under this Agreement will be subject to a ten percent (5%) withholding. Contractor acknowledges that this Agreement is subject to ten percent (5%) withholding pursuant to Public Contract Code (PCC) section 7201. The withheld payment amount will be included in the final payment to the Contractor. The 5% withheld amount will only be released upon Mariposa County's verification of completion of all work, to the satisfaction of Mariposa County. Under no circumstances shall the withheld payment be released prior to Mariposa County's verification of Contractor's services satisfactorily rendered.

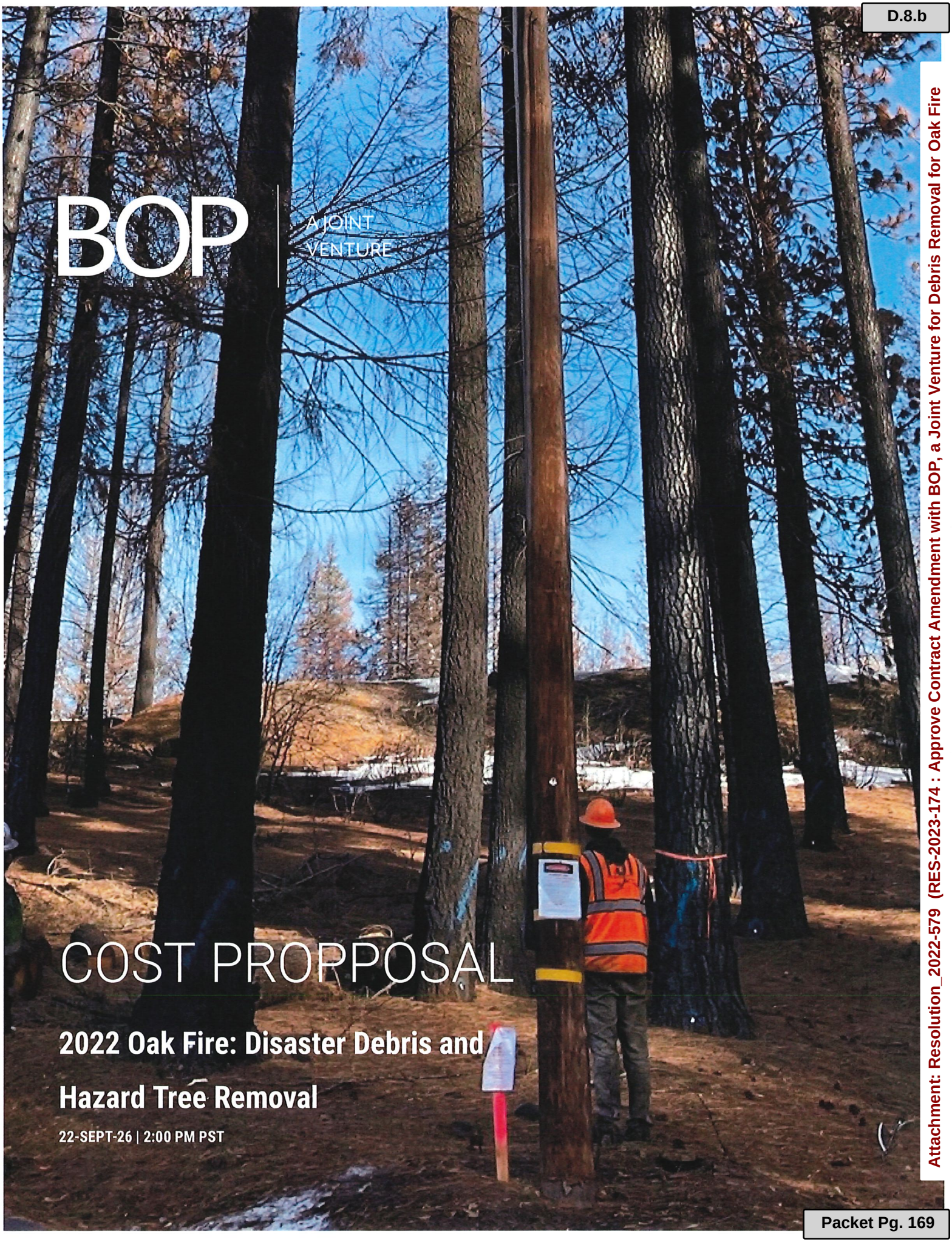
4. PAYMENT MILESTONES: Partial payment before the completion of line items will not be issued. Contractors may invoice Mariposa County only upon completion of each unit, to the satisfaction of Mariposa County. Payment Milestones represents when Mariposa County can verify that the Contractor has satisfactorily rendered services, subject to the "Payment Withhold" provisions.

Bid Item	Bid Item Description	Payment Milestone	Exhibit A Citation
1a	Mobilization (Debris Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17
1b	Mobilization (Tree Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17
2	Per Parcel Ash/Debris/Metal/Soil	Final Site Walk	7.1.2.6

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3	Per Parcel Asbestos	Interim Site Walk (ISW)	7.1.2.3, Item N
4	Rescrape	Final Site Walk	7.1.2.6
5a	Vehicles (On Parcel)	Final Site Walk	7.1.2.6
5b	Vehicles (Off Parcel)	Final Site Walk	7.1.2.6
6	Per Parcel Concrete	Interim Site Walk (ISW)	7.1.2.3, Item N
7	Tonnage Rate	Final Site Walk	7.1.2.6
8	Asbestos Yard Rate	Interim Site Walk (ISW)	7.1.2.3, Item N
9	Temporary Long Bridges	Final Site Walk	7.1.2.6
10a	NWD – Debris Crew	Upon approval of contractor's request for an NWD	refer to Bid Description 10a
10b	NWD – Tree Crew	Upon approval of contractor's request for an NWD	Refer to Bid Description 10b
11a	Delays – Debris Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11a
11b	Delays – Tree Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11b
12a	Hazard Tree Removal	Hazard Tree Removal Final Site Walk	7.2.2.2, Item K
13	Property Owner Assistance	Upon written authorization by the Debris Group Supervisor	Refer to Bid Description 13

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COST PROPPOSAL

2022 Oak Fire: Disaster Debris and Hazard Tree Removal

22-SEPT-26 | 2:00 PM PST

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BOP | A JOINT VENTURE

4740 Rocklin Road
Rocklin, CA 95677
916.251.5500

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Attachment

01 Cost Proposal

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT 1 – COST PROPOSAL SCHEDULE

Cost Proposal Schedule
2022 OAK FIRE: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES

Complete this form and submit the original in accordance with the requirements of this RFP. Separate invoices itemizing all costs are required for all work performed under each Work Order.

*This bid represents and is to include all elements as described under "**Description Cost Proposal Schedule – Bid Items**" in Section 2.

** Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html) for General Prevailing Wage Rates as currently determined by the August 2021 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the Structural Debris and Hazard Tree removal program, or other factors.

ITEM	Description	Est quantity	Unit price		Total
1	**Mobilization and Demobilization to/fromOperational Area**				
1a	Disaster Debris Removal Crews	10	8000	Per Crew	$80,000
1b	Tree Removal Crews	5	6000	Per Crew	$30,000
2	**Per Parcel Ash, Debris, Metals, and Incidental Soil**	127	33,300	Per Parcel	$4,229,100
3	**Per Parcel Asbestos Removal and Disposal**	13	14,500	Per Parcel	$188,500
4	**Soil Removal, Re-Scrape**	30	4,225	Per Parcel	$126,750
5	**Vehicles (Burned Hulks) abatement**				

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ITEM	Description	Est quantity	Unit price		Total
5a	Vehicles Adjudicated on Parcel	276	1,250	Per Vehicle	$345,000
5b	Vehicles Adjudicated Off-site	5	1,500	Per Vehicle	$7,500
6	**Per Property Concrete**	116	2,100	Per Parcel	$243,600
7	**Tonnage Rate for Debris, Ash, Metals, Soil, and Concrete Removal from Commercial and Public Parcel**	1560	500	Per Ton	$780,000
8	**Asbestos Abatement from Commercial and Public Parcels**	24	1,780	Per Cubic Yard	$42,720
9	**Temporary Long Bridges:**	1	=1.5X Line 2	Per Bridge	$49,950
10	**Non-Working Days:**				
10a	Debris Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	$4,995
10b	Hazard Tree Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	$4,995
11	**Delays:**				
11a	Debris Removal Crews:	75	150	Per Crew/Hour	$11,250
11b	Hazard Tree Removal Crews:	50	350	Per Crew/Hour	$17,500
12	**Hazard Tree Removal:**				

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ITEM	Description	Est quantity	Unit price		Total
12	*All Hazard Trees removed*	4500	400	Per Tree	$1,800,000
OTHER PER PROPERTY SERVICES:					
13	Property Owner Assistance:	100	350	Per Hour	$35,000
			GRAND TOTAL		$7,996,860

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Mariposa County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in Mariposa County documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Mariposa County in the verification of the recitals comprising this Bid and also hereby authorizes Mariposa County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative: Nathan Bamford Partner

Contractor Name: BOP JV

Address: 4740 Rocklin Rd.

Telephone #: 916-251-5500

City, State Zip: Rocklin, CA 95677

Email: nbamford@bamfordinc.net

Signature of Authorized Representative: NATHAN

Date Signed: 9/23/22 nch

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Attachment

02 Bidders Bond

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Renee Ramsey, Elizabeth Collodi, Phil Watkins, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Jennifer Lakmann, Breanna Boatright, Jessica Monlux, K Corey Ward, Deanna Quintero, Samantha Watkins, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Tony Clark, Kathleen Le Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of September, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Placer)

On 9/26/2022 before me, Alana Banayat-Forney, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Nathan Bamford
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALANA BANAYAT-FORNEY
Comm. #2398212
Notary Public · California
Placer County
Comm. Expires Mar 23, 2026

Signature Alana Banayat Forney
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Bid Bond

CONTRACTOR:
(Name, legal status and address)
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
Western Surety Company
151 N. Franklin St., 17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

BOND AMOUNT: Ten Percent of the Amount bid (10% of amount bid)

PROJECT:
(Name, location or address, and Project number, if any)
2022 Oak Fire: Debris & Hazard Tree Removal Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of September, 2022

BOP, a Joint Venture
(Principal) *(Seal)*

(Witness)

(Title)

Zurich American Insurance Company; Fidelity and Deposit Company of Maryland; Western Surety Company
(Surety) *(Seal)*

(Witness)

(Title)
Attorney In Fact
Elizabeth Collodi

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

BOP | A JOINT VENTURE

Rocklin, CA

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

EXHIBIT C

REQUIRED CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE PROGRAM CONTRACTS

If the President of the United States authorizes the FEMA Public Assistance Program for the 2022 Oak Fire, the following clauses shall apply to this Agreement unless California law imposes a more restrictive standard.

A. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding *paragraph (1) and the provisions of paragraphs (1) through (8)* in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

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Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) 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 twenty-seven dollars ($27) 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 State of California 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.

C. CLEAN AIR ACT

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1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
2. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to Mariposa County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

D. THE FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.
2. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to Mariposa County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION CLAUSE

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Mariposa County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

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agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of one-hundred thousand dollars ($100,000) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand

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dollars ($10,000) and not more than one-hundred thousand dollars ($100,000) for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official Date

_____
Name and Title of Contractor's Authorized Official

G. PROCUREMENT OF RECOVERED MATERIAL

1. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions

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As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause.

2. Prohibitions

   a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   b. Unless an exception in paragraph 3. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

      i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

      iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions

   a. This clause does not prohibit contractors from providing—

      i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

      ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

   b. By necessary implication and regulation, the prohibitions also do not apply to:

      i. Covered telecommunications equipment or services that:

         1. Are not used as a substantial or essential component of any system; and

         2. Are not used as critical technology of any system.

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ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement

a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph 4.a. of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph 4.b.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

J. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Mariposa County, the California Governor's Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.

3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

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4. In compliance with the Disaster Recovery Act of 2018, the Department of Resources, Recycling, and Recovery and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

K. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

O. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Department of Resources, Recycling, and Recovery a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Department of Resources, Recycling and Recovery or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Department of Resources, Recycling, and Recovery data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Department of Resources, Recycling, and Recovery.

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ATTACHMENT C – Reference Documents
http://bit.ly/3KZcjsm

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste – Cemeteries

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

REQUEST FOR PROPOSALS
September 8, 2022

2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services

NOTICE TO PROPOSERS

The County of Mariposa is seeking proposals from qualified contractors to review and respond to this Request for Proposal titled "2022 OAK FIRE: DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES". The County anticipates awarding one (1) Agreement to perform work within Mariposa County.

EMERGENCY SOLICITATION: Mariposa County is soliciting this Agreement under the authority of Ordinance No. 1178 adopted August 30, 2022.

PROCESS SCHEDULE: This process will be conducted according to the following tentative schedule, where all times are Pacific Time:

SCHEDULE	DATE
Advertisement Date	September 8, 2022
Mandatory Pre-Proposal Conference @ 8:00 A.M.	September 15, 2022
Written Questions Due by 5:00 P.M.	September 20, 2022
Sealed Proposals Due before 2:00 P.M.	September 26, 2022
Public Cost Proposal Opening @ 2:00 PM	September 26, 2022
Notice of Intent to Award Announced (estimated)	October 4, 2022

SERVICES NEEDED: The County will manage coordinated Structural Debris and Hazard Tree Removal Operations in an expedited manner while protecting public health and safety and the environment.

Structural Debris Removal Function: This work will include the preparation, removal, transport, and recycling or disposal of metals, ash, debris, concrete foundations and flatwork, potentially dangerous trees, and contaminated soil on residential properties included in the Structural Debris Removal Function. For the Structural Debris Removal Function, a "potentially dangerous tree" is defined as a tree that poses a risk to debris removal and hazard tree removal crews. These trees are removed at the contractor's expense.

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Some commercial properties will also be included in this program at the direction of the County. These properties will be addressed in Item 7 and Item 8 of the Cost Proposal Items. Receiving facilities will be identified by the proposer. A list of landfills that are capable of accepting ash and debris from these Operations is included in Attachment C, Reference Documents. Even though the contractor may be engaged in making arrangements for using receiving facilities or temporary facilities, and providing recommendations on receiving or temporary facilities to the County, the County will ultimately be directing the use of receiving facilities for contractors to use on these operations.

Currently, the County estimates that 127 residences were destroyed in the Oak Fire. The estimated residential properties listed above are only preliminary estimates; actual quantities of structures are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded.

Hazard Tree Removal Function: In addition to the Structural Debris Removal Function, and for the purposes of addressing the immediate threat to public safety due to hazard trees, the County has also authorized a Hazard Tree Removal Function. For this program, a "Hazard Tree" is defined as stated in "Abbreviations and Definitions."

The County estimates that 4,500 hazard trees will be eligible for removal under this Function. This is only a preliminary estimate; actual quantities of hazard trees are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded. Some factors that may cause a change in hazard tree count include, but are not limited to:

- The number of hazard trees estimated is under or overestimated.
- The actual number of hazard trees to be removed will be determined by the County's Assessment and Management Contractor's arborists.
- The participation rate for private property owners in the Consolidated Debris Removal Program is less than 100 percent.
- Other unforeseen factors at the time of this RFP publication.

Combined Programs: Participation in the County's Consolidated Debris Removal Program (County Program) is voluntary. Property owners are required to complete and sign a Right of Entry (ROE) permit to participate in the County Program. The ROE permit is the enrollment mechanism and authorizes the County and its contractors to perform work. Public entities may also enroll parcels in the County Program. The County does not control nor guarantee the ultimate number of ROE permits received. As a result, the County also does not control or guarantee the number of enrollees in the County Program.

None of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by the County. The scheduled duration of the work is also not guaranteed by the County. The quantity of Structural Debris and/or Hazard Trees removed as part of these operations and applicable to this RFP is subject to change based on the discretion of the County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County program, and other unanticipated factors. Potential proposers are advised to submit proposal schedules accordingly as no rate changes will be allowed for quantity variations.

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The deployment of Structural Debris or Hazard Tree removal crews will be dictated by Mariposa County's Debris Removal Operations Center (DROC) based on the ROEs received and operational needs. The anticipated deployment schedule for these crews is listed in the Sample Standard Agreement (Attachment B), Exhibit A, Section 11 "Operational Milestones and Mobilization Requirements."

CONTRACT TERM: The term of the agreement will span approximately six (6) months and the anticipated start date is October 10, 2022, subject to the County's Notice to Proceed**.**

CONTRACT BUDGET: Subject to the availability of funds and approval by the County, the total estimated cost is $12,000,000.00.

The County reserves the right to amend the budget for the agreement represented by this RFP as needs arise.

QUALIFICATIONS: Proposer must demonstrate that proposer and proposers' firm (or joint venture) is qualified to perform the work as described herein, which includes, but is not limited to, prior project/work experience completing a minimum of three (3) projects of similar size (or larger) and scope within the previous five (5) years, performing as either a prime contractor or subcontractor. See Attachment(s) 6 and 7 to demonstrate this requirement.

DBE: The County affirms that in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP.

LICENSES REQUIRED TO PROPOSE: All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the agreement. Lapses occurring after proposal submission may be grounds for disqualification or contract termination.

CSLB License: The prime contractor (the joint venture if the bid is submitted by a joint venture) must possess a valid and active Contractors State License Board (CSLB) General Class A, General Engineering license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California. Subcontractors cannot be used to fulfill this requirement.

DIR Registration: The prime contractor (and each individual member of a joint venture, if the proposal is submitted by a joint venture) must be currently registered with the Department of Industrial Relations (Labor Code sections 1725.5, 1771.1).

LTO: The prime contractor or a subcontractor must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A"). If joint venture, a minimum of one individual member must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

Proposed subcontractors felling trees must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

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The LTOs must also be capable of directionally falling timber away from structures, power lines, and roadways in urban and semi-urban settings. If the LTO is required to fell trees in proximity to power lines, the LTO shall be pre-approved or pre-certified to do so by the local electric utility.

LTOs will be checked against CALFIRE License List (ca.gov). Proposers are advised to verify the listing prior to proposal submission.

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on the date and time indicated in the PROCESS SCHEDULE. Proposers must attend the entire meeting in order to be eligible to propose.

The mandatory pre-proposal conference will be held in-person at the Mariposa County Board of Supervisors Chambers, 5100 Bullion Street, Mariposa, CA 95338 in the conference room. Following the Pre-Proposal Conference, proposers are invited to survey the burned area from public roads (proposers may not enter private properties unless authorized to do so by the landowner).

SEALED PROPOSAL PACKAGE: The County will receive sealed proposal packages at the Mariposa County Board of Supervisors Chambers, 5100 Bullion Street, Mariposa, CAby the date and time indicated in the Process Schedule. Refer to Section 1, INSTRUCTION TO PROPOSERS for Proposal Package contents and submission instructions.
Mariposa County must receive packages delivered in person before the Sealed Proposal Package due date and time as noted in the Process Schedule section of this RFP.

It is the responsibility of the Proposer to ensure timely delivery of the proposal package Proposers hand-delivering their proposal package should allow extra time for potential delays, such as traffic and sparse parking. The proposals shall include all the requirements of this RFP and comply with any addenda issued prior to the proposal submission deadline.

PUBLIC COST PROPOSAL OPENING: A public cost proposal opening will be held on the date and time listed in the Process Schedule at the Mariposa County Board of Supervisor Chambers, 5100 Bullion Street, Mariposa, CA. At the public proposal opening, all qualified proposals received will be opened and recorded onto a Preliminary Cost Proposal Tabulation, which will be posted to the County's contracts website at https://www.mariposacounty.org/bids.aspx under the solicitation following the proposal opening.

WORK SCHEDULE: Contractors selected under this RFP shall be ready to commence mobilization upon issuance of a Notice to Proceed (NTP). The overall intent of the operation is toremove all eligible Structural Debris from private, commercial, and public properties with approved ROEs, and remove, process as necessary, and transport right-of-way and/or private property hazard trees to currently operating and permitted recycling, disposal, and wood materials end-use facilities permitted to receive the wood materials according to all applicable laws.

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The removal of bulk debris is anticipated to be completed by November 30, 2022, with remaining field work lasting an additional four (4) months for a total agreement term of six (6) months.

Structural Debris and Hazard Tree removal work will generally be authorized Monday through Saturday from the hours of 0700 to 1800 or as directed by the County. Every fifth Saturday will be a non-working day and considered a safety stand-down day. The parameters for workdays are further defined in the “Abbreviations and Definitions” section of this RFP.

AGREEMENT: The Contractor is required to deploy crews, as directed by the County, to meet the number of operational crews as listed in the Sample Standard Agreement (Attachment B) Exhibit A, Section 14 "Operational Milestones, Mobilization Requirements, and Metrics." If a contractor fails to provide the stated number of crews (for either Program), within the timeframe noted for each milestone or directed by the County, the County reserves the right to terminate the agreement and enter into a new agreement with the next lowest proposer. In the event that theCounty terminates an Agreement for causethe County reserves the right to contract with the next lowest proposer and charge the difference in price to the Contractor.

LABOR CODE: Where applicable, pursuant to California Labor Code, Section 1774, the contractor to whom the contract is awarded, and any subcontractor under them, shall pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract.

PAYMENT WITHHOLD: The provisions for payment under the agreement will be subject to a five percent (5%) withholding. Contractor acknowledges that the agreement is subject to five percent (5%) withholding pursuant to California Public Contract Code (PCC) section 10346. The withheld payment amount will be included in the final payment to the contractor. The 5% withheld amount will only be released upon the County’s verification of completion of all work, to the satisfaction of the County. Under no circumstances shall the withheld payment be released prior to the County’s verification of contractor’s services satisfactorily rendered.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): If FEMA Public Assistance is authorized for the Oak Fire, the contractor shall comply with all FEMA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R. sections 200.317-327. The County will notify the Contractor if FEMA Public Assistance is authorized.

MARIPOSA COUNTY CONTACT INFORMATION: In the opinion of the County, this RFP is complete and without the need for explanation. However, if you have questions, or need any clarifying information, contact the contract administrator for this RFP as listed below.

Please note that no *verbal* information given will be binding upon the County unless such information is issued in writing as an official addendum.

Mailing Address
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Attn: Engineering Division

RFP Contact
Matthew Hespenheide, County Engineer
Email: mhespenheide@mariposacounty.org
Phone: (209) 966-5356

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ABBREVIATIONS AND DEFINITIONS

General

Unless the context otherwise requires, wherever in this solicitation or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity and is intended to refer to persons of either sex.

ADA	Americans with Disabilities Act
APN	Assessor’s Parcel Number
Cal EPA	California Environmental Protection Agency
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CM	Contract Manager
DROC	Debris Removal Operations Center (interchangeable with “Incident Management Team”)
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
FPR	Forest Practice Rules
GC	Government Code
IMT	Incident Management Team (interchangeable with “Debris Removal Operations Center”)
LTO	Licensed Timber Operator
OSDS	The Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)
PCC	Public Contract Code
PPDR	Private Property Structural Debris Removal– a FEMA defined term
ROE	Right of Entry
SB	Small Business
SOW	Scope of Work
U.S.C.	United States Code

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Definitions

214 Forms (ICS 214 Forms): The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation and a reference for any after-action report.

Agreement: The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the Standard Agreement, RFP, Exhibits, Bid submittal, general and specific terms and conditions, Work Orders, and supplemental agreements, which may be required to complete the work in a substantial and acceptable manner.

Assessor's Parcel Number (APN): The unique number assigned to each parcel of land by the county tax assessors. Refer to *Site.*

Assessment & Monitoring Contractor (also A&M Contractor, A&M Consultant, or Consultant): The person or persons, firm, partnership, corporation, or his or their legal representatives or designee or combination thereof, which has entered into an Agreement with Mariposa County to assess and monitor the contractor(s) compliance with the Scope of Work.

Bay: Individual residence within an APN. Typically applies to mobile home/trailer park properties.

Cal EPA: The California Environmental Protection Agency.

Mariposa County Staff: Staff of the County of Mariposa.

Change Order: A change order is a legally binding document used to change the contract for revised scope of work and/or time. A valid, fully executed change order requires the signature of both Mariposa County and the Contractor signifying mutually agreed-upon terms.

Cleanup Goal Report: The A&M Contractor shall develop a cleanup goals report based on local soil samples to each burn scar included in each Operation and on state and federal standardized environmental cleanup requirements. Scope of Work consists of collecting soil samples from across the fire impacted areas. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations that may be above the health-based standards but are not related to the debris from the incident.

Community Costs: Operational labor, materials, and other related costs that cannot be directly attributable to any specific property as part of the Operations.

Contract Manager (CM): A person designated by Mariposa County to manage performance under a contract.

Contractor: A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Contractor's Environmental Compliance Liaison (ECL): DDHTR Contractor's staff responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs are properly implemented, as described in Exhibit A.

The ECL shall possess a Bachelor's Degree (or higher degree) in environmental science, geography, environmental engineering, or another applicable field of science.

Contractor's Registered Professional Forester (RPF) Liaison: The Contractor's RPF Liaison will oversee, monitor, and manage the hazard tree removal operations and related activities for the Contractor,

within their respective contract area, and make sure their Operation follows the Forest Practice Rules, all applicable timber harvest documents, and the EPP, as described in Exhibit A.

Crew:

Structural Debris Removal Crew: A "crew" is defined relative to a standard structural debris removal crew, which includes four (4) personnel (two operators and two labor personnel), all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Hazard Tree Removal Crew: A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees.

One (1) crane or rubber tired and/or rubber tracker bucket rig

A. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
B. One to two (1 – 2) laborers for processing fallen timber
C. One (1) skid steer or excavator for handling timber onsite
D. One (1) track or tow-behind chipper
E. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

Mariposa County may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel.

These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Day: Unless otherwise indicated, a "day" or "days" refers to a working day(s), Monday through Saturday.

Disabled Veteran Business Enterprise (Certified): A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

Disaster: "Disaster" means fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamities that the Governor determines presents a threat to public safety. (19 CCR section 2900(g))

Disaster Debris and Hazard Tree Removal (DDHTR) Contractor: The Contractor hired to remove disaster debris and hazard trees under this Agreement.

Duly Authorized Representative: Means the duly authorized employee of the Contractor that has the authority to represent the Contractor and sign documents pertaining to the Contracts and submit invoices to Mariposa County.

Easement: A legal right to cross or otherwise use another's land for a specified purpose. An easement may be expressed or implied.

Federal Assistance: "Federal Assistance" means aid to disaster victims or local agencies by the federal government pursuant to federal statutory authorities. (19 CCR section 2900(m))

Finance & Administration Team: Mariposa County staff responsible for finance and administration tasks related to this Agreement.

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Finance Section Chief/Finance Unit Leader: Mariposa County employee who tracks Operation-level costs and reimbursements for the Operation. The Finance Section Chief/Finance Unit Leader may also serve as the Contract Manager. One or more Deputy Finance Section Chiefs/Assistant Finance Unit Leaders may be assigned as needed.

Hazard Tree: A tree so damaged by a fire that it possesses an imminent threat of falling onto public Right-of-Way (ROW), other improved public property, or other infrastructure – as approved by the Incident Management Team (IMT). See the Special Provisions for additional criteria.

Holidays: Those days designated as State holidays in the Government Code.

Incident: See *Operation*.

Incident Action Plan (IAP): A formal plan which documents incident goals, operational period objectives, and the response strategy defined by incident command during response planning. It contains general tactics to achieve goals and objectives within the overall strategy, while providing important information on event and response parameters.

Incident Commander: The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System: A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Incident Management Team (IMT): Designated personnel who provide support to incident management at the Incident or Branch Level. Includes the Director, Planner, Debris Group Supervisor, Finance Unit Leader, and Logistics Unit Leader, and their respective designees.

Individual Property Cost: Operational labor, materials, and other related costs that can be directly attributable to a specific property for which such costs were expended as part of the Operations.

Legal Holiday: See *Holidays*.

Lot: See *Site.*

LTO: Licensed Timber Operator

Notice to Proceed: A Notice to Proceed (NTP) is a notification from Mariposa County informing the Contractor it shall begin work under the Operation.

National Environmental Policy Act (NEPA): “NEPA” means the National Environmental Policy Act (Title 42 United States Code section 4321 et seq.). (19 CCR section 2900(s))

Operation: The full scope of work of Structural Debris Removal and Hazard Tree Removal services described in Exhibit A and the Special Provisions. May also be referred to as “Incident” or “Project”.

Operational permits enforced by CalFire: Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR 1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption).

Operations Section Chief: Oversees and directs all tactical staff and operations for the Structural Debris and Hazard Tree Removal Operations throughout the Operational area. For this agreement, used interchangeably with Debris Group Supervisor (DGS).

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Operations Superintendent: Reports to the Contractor's field supervisor who is responsible for overseeing/directing and supporting multiple DDHTR crews, as determined by the Project Manager.

Over Excavation: "Over Excavation" occurs when the IMT designates a property as having had an unreasonable amount of material removed for site conditions. The IMT may base an Over Excavation determination upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and/or other available information.

Parcel: See *Site*.

Planning Section Chief: Works directly with the Incident Commander, to plan and coordinate Debris and Hazard Tree Removal resources for the multiple activities throughout the Incident Management Team. For this agreement, used interchangeably with Branch Planner (BP).

Programs: The Structural Debris Removal Program or the Hazard Tree Removal Program.

Project: Refer to *Operation*.

Program Manager: In addition to the responsibilities described in the Description of Work, the Program Manager is the DDHTR Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to Mariposa County.

Property: See *Site.*

Public Cost Proposal Opening: A public meeting, where the sealed cost proposal is submitted by a Proposer on an advertised Operation, is opened, and a determination is made as to the apparent low proposer.

Rejected Load: A "Rejected Load" occurs when either: 1) A receiving facility refuses to accept a load as classified, or 2) the IMT designates a load as being misclassified. The IMT may base a determination of designation of a load as being "misclassified" upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and other available information.

Resource Monitors: Professional staff, including Registered Professional Foresters, biologists, and archaeologists, provided by the A&M Contractor that will assist in the oversight and implementation of the EPP and Timber Harvest Documents during the Operation for the purpose of protecting the environmental and cultural resources present. Local tribal nations may also provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth.

Right of Way (ROW): "Right-of-way" generally means that portion of real property granted to a public or quasi-public entity to utilize said property for public street, drainage, or utility purposes.

Right-of-Way Segment: A reasonable Operational portion of a public right of way.

Right of Entry (ROE): "Right of Entry" refers to the Operational staff to access private property (parcel of land) with permission via the ROE form.

Scope of Work: The description of work required of a contractor by the awarding agency.

Section 106: Section 106 of the National Historic Preservation Act and all associated statutes and regulations, including 36 CFR 61.

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Site: A building or facility, or group of contiguous buildings or facilities with common ownership and within a single APN. A Site may include a "Property," "Lot," "Bay," or "APN" as defined in this Agreement (modified, 19 CCR section 2900(gg)).

Small Business (Certified): A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC section 14837 and 2 CCR section 1896.

State Contract Law: The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

State Eligible Costs: "State Eligible Costs" means all Operation costs eligible under Government Code sections 8680 et seq., and shared costs of Operations deemed eligible for federal public assistance, after offsetting applicable credits. (19 CCR section 2900(kk)).

Stormwater Specialist: The DDHTR contractor will assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities, will manage NPDES compliance, and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

Subcontractor: A person or entity which contracts with the Contractor to perform all, or a portion of the work as specified in the Scope of Work.

Task Force: Unit and organizational element having functional responsibility for a specific activity.

Title 22 Metals: California Code of Regulation (CCR) Title 22 (also known as the California Administrative Manual {CAM-17}) metals include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

Work Authorization: See *Work Order*.

Workday: For the purposes of this Operation, a workday includes reasonable time required to support daily on-site Structural Debris removal operations, including, but not limited to, health and safety briefings, beginning and end of shift briefings, and all-hands safety meetings.

The IMT will determine operational hours for each operational period. Generally, the operational hours will be 7:00 AM to 6:00 PM, unless otherwise designated by the IMT. Workdays are each day from Monday through Saturday except state holidays approved by the IMT and every fifth Saturday, which shall be a Safety Stand-down.

Work Order: A contract document Mariposa County uses to direct contractors on when and where services are necessary. Work Orders detail activities to be completed within the Scope of Work, not to exceed cost, and provide a schedule for completion. The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. A Work Order shall be executed according to the procedures of the "Work Authorization" clause of Exhibit D. The terms "Work Order" and "Work Authorization" are interchangeable.

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SECTION 1 – INSTRUCTION TO PROPOSERS

1. Introduction

There are conditions that this RFP, submitting Proposers, Proposals, and resulting Agreements are subject to and/or required to comply with. Proposer shall examine these instructions carefully and respond to the solicitation requirements prior to proposal.

All costs resulting from the Contractor's participation in the RFP process are at the Contractor's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by Mariposa County.

Proposers shall be aware of the requirements of codes referenced in the Proposal Requirements and in the Contract documents. Proposers may access the codes included in State law through publications or through the internet at https://leginfo.legislature.ca.gov/faces/codes.xhtml

The terms "Bid/Bidder" are used interchangeably and are synonymous with the terms "Proposal/Proposer" for the functional purposes of document.

2. Commitment

Proposer acknowledges and commits that Proposer will, if awarded contract, be in full compliance with all items noted in this RFP and the following contract documents located in the Sample Standard Agreement attached hereto. These include:

- All items noted in the RFP documents
- Sample Standard Agreement, (Attachment B), Exhibits A through C
- Reference Documents, Attachments C

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate, submits a counteroffer, or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of Mariposa County and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with Mariposa County requests, Mariposa County can reject, disqualify, or remove the firm from the process. Mariposa County is not committed to awarding an Agreement resulting from this RFP.

3. Competence of Proposers

3.1. Business Entity

Proposer and/or Proposer's firm must be in good standing and currently hold any/all required licenses and permits to perform/conduct business in the State of California. If a sole proprietorship, be registered with the city, county, or other local government entity in which the principal place of business is located.

3.2. License

Proposer may only propose work for which Proposer is properly licensed. Refer to NOTICE TO BIDDERS for License Requirements to submit a proposal.

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3.3. Suspension and Debarment

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Mariposa County including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions."

4. Proposer Considerations

4.1. Proposer Responsibility

Proposer shall carefully examine the Proposal Schedule and the Sample Standard Agreement (Attachment B), Exhibit A, Scope of Work.

By submitting a proposal, Proposer acknowledges that the Proposer understands the character, quality, and quantity of Work insofar as this information is reasonably ascertainable from inspection of the work site and Specifications. In addition, Proposer acknowledges that the mandatory pre-proposal conference and Q&A Period(s) offer Proposers timely opportunities to seek Mariposa County's clarification prior to proposal submission.

Failure of Proposer to acquaint themself with available information will not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

4.2. Mandatory Pre-Proposal Meeting

Proposers must attend the entire meeting as described in the NOTICE TO BIDDERS in order to be eligible to proposer.

4.3. Public Information

Upon final proposal opening, all documents submitted in response to this RFP will become the property of Mariposa County and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. Mariposa County cannot prevent the disclosure of public documents; however, the contents of all proposals, correspondence, agenda, Proposer's memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the contract is awarded. **Mariposa County will**

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disregard any language purporting to render all or portions of any proposal package confidential.

All information obtained or produced during the course of the Agreement will be made available to Mariposa County.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Contractor prior to submission to Mariposa County.

Mariposa County will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Contractor to the extent allowable by the California Public Records Act and the Public Contract Code

4.4. Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

4.5. Use Tax

If during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of sections 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to section 10295.1 of the Public Contract Code.

5. Rules and Conditions

5.1. Written Questions and Answers

Proposers needing clarification of the requirements of this solicitation may submit questions to Mariposa County. Refer to the Process Schedule on the NOTICE TO BIDDERS for deadline requirements. All inquiries must be received no later than **Date and Time as indicated on NOTICE TO BIDDERS,** regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Oral communications with Mariposa County officers and employees shall be non-binding on the County and shall in no way excuse the Proposer of any obligations as set forth in this package. If Proposers have any questions pertaining to this particular solicitation, all communication should go through Mariposa County's identified point of contact (see NOTICE TO BIDDERS)..

E-mails and/or faxes MUST be clearly marked:

"**Questions Relating to OAK FIRE DEBRIS REMOVAL SOLICITATION**"

The questions and answers will be published in an Addendum to the RFP.

5.2. Addenda

Mariposa County reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to Mariposa County prior to the deadline for submission of written questions. Mariposa County will issue addenda to address such issues. Addenda will be

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available on the Mariposa County webpage for this particular solicitation at https://www.mariposacounty.org/bids.aspx.

6. Proposal Package Submission

Failure to follow the instructions contained in this document may be grounds for the rejection of a Proposal. Mariposa County may reject any Proposal if it is conditional, incomplete, or contains irregularities.

Mariposa County may waive an immaterial deviation in a Proposal if deemed in the best interest of Mariposa County. Waiver of an immaterial deviation shall in no way modify the RFP requirements or excuse the Contractor from full compliance with the Agreement requirements.

6.1. Final Proposal Package Content

Proposer must submit the proposal information on the forms provided by Mariposa County (included in this RFP) or included by reference to downloadable form, as indicated on Attachment A, Required Proposal Package Checklist.

Proposal Packages not submitted on the provided forms will be considered non-responsive. All required signatures must be original "wet" signatures by the individual who is legally authorized to contractually bind the Proposer.

Additional Proposal Requirement Documents are supplied by the proposer to establish the responsibility of the proposer. See Section 2, Bid Submittal Items and Descriptions, for detailed additional bid information.

6.2. Proposal Package Submittal Instructions

It is the sole responsibility of the Proposer to see that its bid is received in proper time. Proposal Packages received after the scheduled closing time for receipt of proposals will be returned to Proposer unopened.

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

The remaining Bid Documents shall be submitted in the same order as they appear on Attachment A, Required Proposal Package Checklist.

Failure to submit any of the required documents may be deemed non-responsive, and the bid may be rejected. Deviation of the order of bid submittal documents may result in your bid being deemed non-responsive.

Proposal Packages shall be submitted under sealed cover, must clearly state that it is in response to this RFP. Attachment 1, Cost Proposal Schedule, and Bidders Bond shall be submitted under separate sealed cover.

Bid Packages shall be submitted as directed below:

SINGLE PACKAGE CONTAINING:

1. One (1) unbound reproducible original Proposal Package marked "Original" containing all Attachments and Additional Proposal Requirements **except Attachment 1, Cost Proposal Schedule and Bidders Bond.**
2. One (1) Electronic copy (USB flash drive) of Proposal Package in Adobe Acrobat format containing all Attachments and Additional Proposal Requirements**.** (Proposal is

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responsible for ensuring that the electronic copy is formatted in Adobe Acrobat Reader and viewable by Mariposa County. For any discrepancy, the original Proposal Package is considered the master.)

3. One (1)**, Attachment 1, Cost Proposal Schedule and Bidders Bond *UNDER SEPARATE SEALED ENVELOPE MARKED "COST PROPOSAL – DO NOT OPEN".*** Proposal Package must have the following identifier printed clearly on the package:

2022 OAK FIRE: DISASTER DEBRIS & HAZARD TREE REMOVAL SERVICES
COST PROPOSAL - DO NOT OPEN

Failure to do so may result in a premature opening or failure to open such a bid. Bid Packages improperly marked may be considered non-responsive. Bids received after the bid submission date and time deadline will be considered late and returned to the Bidder unopened.

6.3. Withdrawal and Modification of Proposal Package

Proposals may be withdrawn prior to the deadline for Proposal submissions noted in the NOTICE TO PROPOSERS, provided that a request in writing, executed by Bidder or Bidder's authorized representative, for withdrawal of such bid is filed with Mariposa County via electronic submission or to Mariposa County's physical address as listed in the NOTICE TO PROPOSERS. Withdraw of a proposal shall not prejudice the right of a Bidder to file a new proposal.

A Proposal Package submitted prior to the submittal deadline may be modified by the submitting Proposer. The Proposer must:

- Provide a written request to the contact person listed in the NOTICE TO PROPOSERS.
- The written request must identify the requesting individual and their association to the Proposer

Bids cannot be withdrawn or modified after the submittal deadline has passed.

6.4. Errors in Submittals

An error in a Proposal Package may be cause for rejection of that Proposal. Mariposa County may make certain corrections, if the Proposer's intent is clearly established based on a review of the complete Proposal.

7. Proposal Evaluation and Public Cost Proposal Opening

7.1. Public Cost Proposal Opening

At the date and time specified in the NOTICE TO PROPOSERS, Mariposa County will conduct the Public Cost Proposal Opening. The Public Cost Proposal Opening will be conducted at Mariposa County Public Works, 4639 Ben Hur Road, Mariposa, CA. Mariposa County will tabulate the results from the Public Cost Proposal Opening and determine who is the apparent low bidder.

7.2. Evaluation of Proposals

Following the Public Cost Proposal Opening, Mariposa County will evaluate each Proposal and determine whether the Proposal evidences that the Proposer meets the minimum qualifications of this RFP. Mariposa County will evaluate Proposals on a pass/fail basis. To receive a "pass" score and be considered responsive, the Proposal must comply with all requirements in this RFP. If a Bid package does not meet all of the requirements set forth

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in this RFP, it may be considered non-responsive and rejected from further competition. Once Mariposa County has completed the evaluation of all proposals, it will publish a Notice of Intent to Award signalling who the lowest cost responsive proposer is.

7.3. Rejection of Proposals

All proposals may be rejected whenever the determination is made that the proposals received are not competitive, when the cost is not reasonable, when the cost exceeds the amount expected, or when it is determined to be in the best interest of the County.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal;
- The proposal submittal is unsigned;
- The Cost Proposal Schedule is not prepared as required by the RFP;
- Non-compliance with Labor Code section 1771.1(a) (DIR registration for Prime and Subcontractors required);
- Any items or information required by the RFP are not included with the submittal;
- All published addenda are not acknowledged;
- There are undisclosed, inaccurate, or incomplete disclosures of conflicts of interest.

Mariposa County reserves the right to reject a proposal as nonresponsive if the prices in the proposal are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to the Mariposa County even though it may be the low evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

No proposal may be rejected arbitrarily or without reasonable cause.

8. Award of Contract

Award of these Agreements will be to the lowest responsive responsible Proposers meeting all of the RFP requirements.

Mariposa County reserves the right not to award an Agreement.

The deployment timeline for this Agreement, which is identified in Section 14, “Operational Milestones, Mobilization Requirements, and Metrics” of Exhibit A (Attachment B), will begin immediately upon delivery of the Notice to Proceed. The identified timeframes will be strictly enforced.

9. Post Award and Contract Execution

Awarded Contractor and the resulting contract will be subject to the provisions in this RFP and the Sample Standard Agreement (Attachment B).

9.1. Governance

If any provisions of the Agreement resulting from this RFP are found to be unlawful or unenforceable, then such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

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The Agreement is governed by and shall be interpreted in accordance with the laws of Mariposa County and the State of California.

All proceedings concerning the validity and operation of this RFP, or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Mariposa County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and the place where the obligation is incurred is Mariposa County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Mariposa County. This will be certified on Attachment 2, Bidder Certification.

9.2. Post Award Requirements

Upon Award, Awarded Contractor shall submit and comply with the following:

Performance and Payment Bonds

Awarded Contractor shall furnish bonds, each in the amount of 100 percent of the maximum contract amount, covering the faithful performance of the Contract and payment of obligations arising thereunder.

Insurance

Awarded contractor shall furnish to the County, concurrently with Award of the Contract, evidence of the required insurance meeting the conditions set forth in Sample Standard Agreement (Attachment B).

9.3. Contractor Signature

The Contract shall not be binding upon the County until it is executed by the Contractor and the County. Contract documents required for the execution of the Contract consist of the document included herein as Sample Standard Agreement (Attachment B).

Should the Contractor begin work in advance of receiving notice that the Contract has been approved, any work performed in advance of the date of Notice to Proceed (NTP) shall be considered as having been done at risk as a volunteer. In no event shall the Contractor commence work until the Contractor has received notification from the County that the certificate of insurance has been approved.

10. Bidder Certifications and Acknowledgements

By submitting a bid, Bidder certifies and acknowledges the terms, conditions, and/or requirements set forth in this RFP and the contract documents located in the Sample Standard Agreement attached hereto. The bidder is advised to read these provisions carefully prior to submitting a bid. Contract terms, conditions, and/or requirements are not subject to negotiation.

If the Bidder fails to meet any of the requirements or comply with Mariposa County requests, Mariposa County can reject, disqualify, or remove the firm from the process. Mariposa County is not committed to award an Agreement resulting from this RFP.

END INSTRUCTION TO PROPOSERS

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SECTION 2 – PROPOSAL SUBMITTAL ITEMS AND DESCRIPTION

11. Description of Proposal Package Forms

As indicated, Bid Package Forms are included as part of the RFP or included by reference to downloadable form.

Bid Package must contain the following:

Attachment 1 – Cost Proposal Schedule:

Complete and submit the included Cost Proposal Schedule.

Cost Proposal Schedule must be submitted *under a separate seal* with the Bid Bond. (See Section 2, Part 12, Description of Additional Proposal Requirements, below).

Attachment 2 – Proposer Certification:

Complete and submit the included Proposer Certification to acknowledge and certify to all items contained therein. Proposer Certification must be signed by the individual who is legally authorized to contractually bind the Proposer .

Attachment 3: Proposed Subcontractors Lists:

Complete and submit the included Proposed Subcontractors List to list the name, location, license number, and registration number of all subcontractors who will be employed and the kind of work which each will perform in the completion of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of total bid All subcontractor licenses must be current and active at the time of the bid. Listed subcontractors must be registered with the DIR in order to be listed for and to engage in the performance of the Work.

For listed LTO subcontractors, a copy of the LTO License must be attached as part of Attachment 3.

Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended):

Bidder is required to submit the included certification in compliance with 44 C.F.R. Part 18, Certification Regarding Lobbying. See Sample Standard Agreement (Attachment B), Exhibit G, for FEMA contract provisions and for more information.

Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes:

Bidder Proposer shall complete the included Required Personnel Questionnaire documenting the professional qualifications and subject matter expertise of each required team member as listed in Attachment 5.

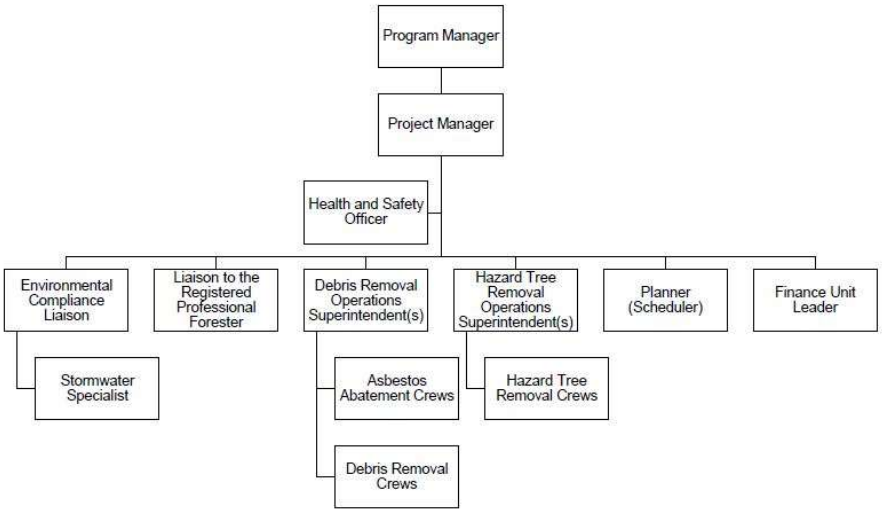
Proposer shall attach an Organizational Chart identifying each listed team member, a resume for each listed team member, and copies of HAZWOPER Certifications for applicable team members (as instructed in Attachment 5). Additional personnel may be included as instructed.

Proposer shall adhere to the below organizational chart structure (as an example) when completing this requirement:

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Example Organizational Chart:



Attachment 6 – Business Entity Requirement Questionnaire:

Proposer must complete the included Required Business Entity Questionnaire documenting the qualifications of the business.

The questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations.

Attachment 7 – Customer Reference Form:

Proposer must demonstrate the required qualifications by submitting three (3) verifiable references for projects similar in size (or larger) and scope as described herein.

Proposer must complete Part 1 of the included Customer Reference Form for each reference. Proposer shall then supply the form to the Customer Reference, who shall complete Part 2 and return it to Proposer.

For purposes of References, work performed as a member of a Prime Contractor JV shall be considered work performed as a Prime Contractor.

References submitted on Attachment 7 shall conform to the below descriptions:

A. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor in an amount of at least $5,000,000.00.

   Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

B. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor or subcontractor in an amount of at least $5,000,000.00.

Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

C. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor or a subcontractor to the Prime Contractor, as listed on Attachment 3, if said subcontractor will perform at least 50% of the Hazard Tree Removal Function work of this Operation,in an amount of at least $1,000,000.00. The reference project may have been performed either as prime contractor or subcontractor.

Project must involve the removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company.

Mariposa County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Proposer are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Mariposa County's validation inquiries.

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Mariposa County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Proposer's benefit to inform its references that they may be contacted by Mariposa County regarding this RFP during the anticipated review period, and their quick response would be helpful to the Bidder's cause

Darfur Contracting Act

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available for download located at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

California Civil Rights Laws Attachment

Bidder must complete and submit the California Civil Rights Laws Attachment included by reference and available for download at: https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation document attachments/California civil rights law.pdf

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Pursuant to PCC section 2010, any Proposer entering into or renewing a contract over one hundred thousand dollars ($100,000) on or after January 1, 2017, must certify to all the following:

1. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That it is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Iran Contracting Act Verification Form

Proposers must complete and submit the Iran Contracting Act Verification Form included by reference and available for download at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, "the Act"), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars ($1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars ($1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

12. Description of Additional Bid Requirement Documents:

Bidder is required to supply the following additional submittals as part of the Bid Package

Bidders Bond

Attachment 1, Cost Proposal, shall be accompanied by a Bidder's Bond, which shall be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Bonds shall be made payable to the County Contract Manager of Mariposa County. The security shall be in an amount equal to at least 10 percent (10%) of the bid amount.

Notarized Bondability Statement

Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions, and provisions of this RFP and the resulting Agreement for one hundred percent (100%) of the total maximum contract amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to Mariposa County's Contract Manager. This statement must guarantee the Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Qualifications to meet the submittal requirements of this RFP.

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Insurance Experience Modification Rate (EMR)

The Bidder must provide their Cal/OSHA lost time injury/illness incidence, Cal/OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR). Bidder must meet the average EMR requirement of 1.0 or less. If a bidder is eligible for a Workers Compensation Insurance Rating Bureau of California (WCIRB) rating, the bidder shall provide a copy of bidder's worker's compensation insurance carrier's letter indicating it's WCIRB determined EMR rating for the last three premium years, plus a 3-year EMR average. If a bidder is not eligible for a WCIRB EMR rating, the bidder shall provide evidence of non-eligibility and proof that a unitary rating of 1.0 rating is applicable. If potential bidder has a National Council on Compensation Insurance (NCCI) EMR rating, bidder shall submit NCCI EMR rating if bidder is not eligible for a WCIRB EMR rating. If Mariposa County discovers after contract award that bidder failed to disclose WCIRB EMR rating, Mariposa County reserves the right to terminate the contract for cause, with appropriate enforcement remedies at the Contractor's expense.

If the Joint Venture was recently formed and has not had an EMR, the Joint Venture shall provide any EMR data available. If none is available, the Joint Venture should indicate that no EMR data is available in bid submission documents. However, all members of the Joint Venture must still meet the EMR requirement of 1.0 or less, as stated in the paragraph above.

Illness and Injury Prevention Program (IIPP) and/ Health and Safety Plan (HSP)

Bidders must submit current company IIPP that meets the requirements of 29 C.F.R. section 1910.120(b) and 8 CCR section 5192(b) or a sample of a recently prepared HSP environmental remediation/cleanup operation representative of the types of operations envisioned to be conducted included Sample Standard Agreement, Exhibit A, Scope of Work.

The HSP should include employees anticipated to be utilized under the Agreement. Bidders' attention is directed to the requirement that each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above. Subcontractor IIPPs are not a required bid submittal.

Letter(s) of Interest

In consideration of the recycling and disposal of materials removed, as part of the Operations, the Proposer shall submit, for each Operation:

1. Name(s) and Location(s) of Temporary Log Storage and Processing Facility(ies), Laydown Yard(s), Temporary Debris Management Sites, and/or Temporary Housing Facilities that the Contractor plans to use.

   Letter(s) of Interest(s) for #1: Proposer shall provide letter(s) of interest from property owners listed in response to #1 above stating that property owners are interested in pursuing the use of their property, by the Proposer, for the stated purpose in relation to this Operation. This requirement is applicable only if the Proposer intends to use such a temporary facility.

2. Name(s) and Location(s) of currently operating and permitted landfills, concrete, and metals recycling facilities, and wood materials end-use facilities (properly permitted to receive intended materials) that the Proposer plans to use.

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Letter(s) of Interest(s) for #2: Proposer shall provide letter(s) of interest from facilities listed in #2 above stating intent to enter into an agreement with the Proposer for the Proposer's utilization in anticipation of contract award. Facilities listed in #2 must be currently operational and permitted (with valid permits) at the time of proposer submission.

Proposer acknowledges that, if Awarded, Proposer will be required to obtain all relevant permits. All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.

13. Description of Cost Proposal Schedule – Bid Items

13.1. Bid Assumptions

The following lists basic assumptions to be included in the DDHTR Contractor's bid items:

1. Proposal may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall solely bear the full cost of such lodging choice(s). Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1, Special Provisions.
2. All necessary support personnel, equipment, and services, including any costs associated with maintenance crews, water tenders, traffic control crews, and office support staff.
3. All crews that are necessary to complete all tasks listed in this Scope of Work, including asbestos abatement crews, vehicle removal crews, debris removal crews, rescrape crews, hazard tree removal crews, remediation (punch list) crews, and erosion control crews.
4. Inclement weather (rain, snow, high winds, etc.), poor air quality (including from wildland fires in the vicinity of work), and other impacts on work safety and effectiveness due to inclement weather (i.e., muddy parcels and equipment access conditions due to weather, etc.).
5. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid. The Contractor shall provide a copy of the Lease Agreement(s) to the CM prior to commencing the use or development of the property(ies) for reference purposes only.
6. Restrictions on commercial truck routes to disposal and end-use facilities. Changes in road routes made during the course of the Agreement shall not be eligible for additional compensation and the Contractor shall factor in such bid risks when submitting the Cost Bid Schedule, even if the Contractor incurs additional labor, equipment, or operating costs as the result of the changed route.
7. Bidder shall be responsible for any changes made to Hauling and Reuse/Disposal Plans, including any changes made based on the Traffic Management Plans or Assessments prepared by third parties (such as the California Department of Transportation, Caltrans) or the A&M Contractor. This may include prohibiting or

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restricting hauling operations on certain roads or highways. Changes may be required due to unforeseen traffic or safety concerns.

8. DDHTR Contractor shall assess all road surfaces anticipated to be used in these Operations, and their condition, including the potential need for reasonable road improvements to access properties or hazard trees and implement necessary repairs. Such as grading, widening, deployment of steel plates, or application of base rock, as described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provision, and as approved by Mariposa County. After the completion of debris removal work the conditions will be compared with pre-work documentation of roads to determine if damage is from contract work. The contractor may be liable if excessive damage is caused by contract work. IMT may make requests for the DDHTR Contractor to use smaller equipment and/or equipment with non-metal tracks on roads. The contractors can choose whether to use smaller or alternative equipment on areas requested. They may also elect to use mitigation devices to eliminate damage to pavements and roads, such as wood plywood sheets and rubber mats may be used under equipment to prevent damage to pavement surfaces. The DDHTR contractor may be liable for excessive damage if the requests are ignored.
9. DDHTR Contractor shall also be prepared to use alternate means and methods, such as the use of off-road equipment or smaller equipment, to gain access to areas where work must be performed. Morooka carriers (or similar rubber tracked off road equipment) are available to transport debris in off-road conditions. Smaller equipment like Gators or quads may also be needed for off-road access and transportation of debris materials. Restrictions in access from tunnels, trees or narrow access road may require the use of smaller debris removal equipment or transport trucks. However, construction of new roads, including any construction requiring professional traffic engineering, shall not be included within the scope of this agreement. The decision of whether the construction of new roads is required is at the sole and exclusive discretion of Mariposa County
10. Environmental restrictions, including threatened and endangered species, nesting birds, setbacks from watercourse, and lake protection zones (WLPZ) as detailed in the Environmental Protection Plan, permits issued by State or Federal regulators, or other sources of criteria as identified by the IMT. DDHTR Contractor shall be responsible for additional costs or work needed to comply with applicable environmental requirements and implement mitigation measures, including but not limited to relocation of bird nests, recovery and transport of bird nests/eggs to authorized rehabilitation centers, alternate hazard tree felling/removal methods necessary to protect resources (such as tree climbing), and use of long-reach, cranes, or other necessary equipment required to remove hazard trees, structural debris, or other material from Equipment Exclusion Zones
11. Cultural resource restrictions, including tribal monitoring by tribal nations, within the burn scar. This bid risk includes the cost of any possible delays caused by deployment and utilization of Tribal Monitors. Additional costs associated with the identification, protection, and compliance of cultural and historical resources shall not be eligible for additional compensation, including costs of training DDHTR Contractor's personnel.
12. Costs associated with performing work around portions of damaged buildings, such

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as standing walls, including those that have been shored or otherwise reinforced by third parties, which may include the use of smaller equipment, long reach equipment, cranes, or hand work. DDHTR Contractor shall not be responsible for the actual installation of shoring or other reinforcement measures under this agreement.

13. Coordination with railroads or other modes of transportation (i.e., road, air, water, etc.).
14. California Occupational, Safety and Health Administration (Cal OSHA) standards, training, inspections, and corrections of any violations to Cal OSHA standards.
15. Delays for traffic control, highway or roadway maintenance, and cleanup or utility repair shall be considered as part of this contract and are to be expected. This includes activities conducted along all highways, local roads, and utility work such as roadway cleanup of trees and brush along highways, repair and replacement of highway facilities, and/or repair or replacement of utilities' facilities completed by other contractors.
16. DDHTR Contractor shall provide all traffic control crews necessary to provide public safety for both functions within both the Operational Areas.
17. Maximum daily receiving limits of ash and Structural Debris, metals, concrete, and contaminated soils.
18. Maximum daily receiving limits for timber and wood materials.
19. Availability of local Temporary Log Storage and Processing Facilities. Contractor shall be solely and exclusively responsible for availability of temporary log storage and processing facilities, and the capacity of end use facilities throughout the term of the Agreement. Adjustments that may be necessary to such facilities, including, but not limited to, adjustments related to facility capacity, market fluctuations, and other reasons outside of the Contractor's control, shall be at the Contractor's sole expense and ineligible for additional compensation from Mariposa County.
20. California Department of Forestry and Fire Protection (CAL FIRE) Forest Practice inspections or inspections by the Regional Water Quality Control Board.
21. California State Fire Marshall inspections, as necessary.
22. Costs, fees, permits, inspections, penalties, or cost of compliance incurred as the result of any local, state, federal, or tribal authorities.
23. All material and placement of rip-rap rock and temporarily placed culverts installed for temporary creek crossings. All costs related to any and all crossings, including but not limited to, water course, canyon, trench, or ditch. The costs shall be inclusive of properly implementing all required Best Management Practices (BMPs).
24. Mobilize/construct and deconstruct/demobilize temporary bridges up to 50-foot spans, between the ordinary high-water marks, as part of these operations. If necessary, as a crossing may fall within the Ordinary High-Water Mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code Section 1600 permit. The DDHTR Contractor shall be responsible for obtaining any necessary permits.
25. DDHTR Contractor will not be compensated for any "access" trees or "incidental"

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trees (trees that must be cut because there's no other way to access marked Hazard Trees).

26. No Change Orders or cost adjustments will be considered for variations in quantities listed in the bid sheets – the unit costs listed are firm and binding regardless of actual quantities available. The quantities listed in the bid sheets and bid solicitation documents are only estimates for the purposes of bid evaluation and do not represent any guarantee from Mariposa County. Any potential costs associated with quantity variations shall be incorporated in bidder's unit price and will not be eligible for additional compensation beyond the unit prices submitted.
27. All costs under this Agreement will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by Mariposa County's A&M Contractor, working under a separate contract). Various Structural Debris materials and other unit quantities will be verified by the A&M Contractor before payment is authorized. It is advised that the DDHTR Contractor work closely with Mariposa County's Contract Manager and the A&M Contractor at the beginning of and throughout the Operation to ensure that the unit cost tickets, and other costs are accurately tallied on a near-daily basis and invoices are appropriately formatted and documented to minimize delays after the DDHTR Contractor invoices the County. This will very likely expedite the timely payment of invoices.
28. No Change Order or adjustment in price will be granted based on the number of Structural Debris Removal Crews and/or Hazard Tree Removal Crews utilized or any other items that could be reasonably anticipated to complete the work described in each bid item, bid documents, and this Agreement.
29. Any rebates, credits, or savings derived from the legal use of wood materials should be included in the unit price of the trees, as well as any necessary taxes and fees that may be required to be paid as a result of this Operation. Under no circumstances will Mariposa County compensate the DDHTR Contractor for such taxes and fees, as this is the DDHTR Contractor's responsibility. Any revenue, such as rebates, credits, or savings obtained by the DDHTR Contractor through these agreements, must be disclosed to Mariposa County and documented.
30. DDHTR Contractor shall also not be eligible for any additional compensation, including potential loss of wood material credits, if DDHTR Contractor is directed to leave behind wood material at or near the tree felling site.
31. DDHTR Contractor acknowledges and agrees that the County will not provide the DDHTR Contractor any additional compensation in place of expected recycling revenue should the hazard tree wood material or any other wood material be left behind on the site, if directed to do so by the IMT.
32. DDHTR Contractor shall not be eligible for additional compensation based on market fluctuations of recycled materials costs.
33. The DDHTR Contractor shall provide dust control for both program properties as well as community roadways. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters and fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT.
34. Community Street Sweeping including sweepers, drivers, fuel, brushes, appropriate

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disposal of collected road debris and dirt.

35. All costs of water, permit fees, and connection/meter fees are charged by water purveyors. Contractor shall be responsible for any additional costs of water and associated fees of supplying water, even if water prices rise as the result of water supply shortages, government-declared droughts, or mandatory water supply restrictions.
36. All costs required to remobilize both Structural Debris and Hazard Tree Removal equipment and personnel between properties or to road segments will be borne by the Contractor. Mobilizations between properties or road segments are not eligible for compensation for Bid Item 1.
37. Truck inspection yards are necessary to conduct Department of Transportation (DOT) inspections by the A&M Contractor.
38. All DDHTR Contractor trucks shall be inspected by the A&M Contractor's DOT truck inspectors, including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project. Each commercial truck will display a disaster Operation sticker provided by Mariposa County's Consultant. After each 30-day period, 10% of the commercial trucks will be re-inspected per DOT Level 1 requirements.
39. All cost considerations for accessing and working on properties both in tract areas on relatively small relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long poorly maintained or non-maintained gravel or otherwise non-paved roadways and have larger 1-100 acre lots or more.
40. Other issues outside of the Contractor's or Mariposa County's control that restrict or reduce the productivity of Structural Debris or hazard tree removal crews and/or truck travel shall be considered and included in the bid items.
41. DDHTR Contractor shall include any and all costs associated with delays that may occur while awaiting A&M Contractor and IMT personnel to respond and conduct Initial Site Walks. DDHTR Contractor shall not be eligible for any additional compensation while waiting for third party verification of completed scope of work.
42. All necessary safety fencing, as specified in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the Operations Section Chief or designee when demobilizing from the property once the site has been cleared for soil sampling.
43. The costs of the DDHTR Contractor's implementation of a health and safety plan, or costs associated with the health and safety of the DDHTR Contractors (including the DDHTR Contractor's subcontractors, if any) shall be included in the bid prices and not eligible for additional compensation. Examples include: Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the Contractor's Health and Safety

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Plan.

44. Installation of erosion control devices and hydromulching after each property has been cleared of structural debris and approved by the Operations Section Chief, or designee, for erosion control, per the Exhibit A.1 Special Provisions.

45. Removal of potential danger trees described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions as trees that prove to be a danger to the Structural Debris removal crews and as identified by the County Operations Section Chief or designee. Such trees shall be removed at the Contractor's expense and will not be eligible for any compensation under Bid Item 12. This also includes trees that may not be potentially dangerous but prohibits access for the Structural Debris removal crews or Hazard Tree removal crews.

13.2. Description of Cost Proposal Schedule – Bid Items:

Each bid item is noted as either community costs or individual property costs (based on APNs). This is necessary when compiling the operational costs for each parcel for both cost recovery and insurance reimbursement purposes.

Item 1 – Mobilization and Demobilization to/from Operational Area:

One-half of this bid item will be paid as a crew is mobilized, and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the operation – mobilization and demobilization for days of no work are described in Item 8- Non-Working Days. However, in the event that Mariposa County directs additional crews to mobilize to the job after demobilizing crews from the job, this item will be paid again.

Item 1a – Disaster Debris Removal Crews:

This per crew unit bid item includes the mobilization of one disaster debris removal crew to the Operational Area, including:

- Personnel, which shall consist of two operators and two labor personnel
- Equipment, including at least one (1) excavator and (1) skid steer
- Supplies such as water buffalos, male and female portable restrooms, and stand-alone hand sanitation stations for the duration of the overall operation.

Ancillary crews, such as rescrape crews, erosion control crews, or asbestos abatement crews, are not considered Disaster Debris Removal Crews for the purposes of this line item, and their mobilization shall not be separately compensated.

This is a community cost

Item 1b – Hazard Tree Removal Crews:

This per crew unit item cost includes the mobilization of one hazard tree removal crew to the Operational Area, including all personnel, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project such as traffic control crews, for the duration the overall operation. A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees. Hazard tree removal crews shall consist of either a crane or rubber-tired and/or rubber tracked bucket rig, and a feller buncher, chipper, processing equipment, forklift,

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hauling equipment, and all required labor, operators, materials, and equipment to fall, process, and transport wood materials to end-users. The base unit personnel for a Hazard Tree Removal Crew is a maximum of seven (7) personnel and a minimum of two (2) personnel and relates to assigned crew numbers regardless of how the DDHTR Contractor utilizes its resources.

This per crew unit cost item also includes the mobilizing Log Deck/Yard Processing crew(s) to either of the Operational Area Divisions including all personnel, temporary scales, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project, such as traffic control crews, for the duration of the overall operation. A Log Deck / Yard Processing crew includes all personnel required to operate a permitted Temporary Log Storage and Processing Site/Staging Area. Temporary Log Storage and Processing Site/Staging Area Crews also include all personnel required to monitor, track, and process hazard trees at a Temporary Log Storage and Processing Site. The base unit for a Log Deck / Yard Processing Crew is 1 unit per Temporary Log Storage and Processing Site/Staging Area. Stair Platform, Ladders or lifts needed for truck load inspections shall be provided at Storage /Processing sites and end use facilities.

This Item also includes all supporting environmental and land use permitting, labor, equipment. This is a community cost.

Item 2 – Per Parcel Ash, Debris, Metals, and Incidental Soil:

This item includes the removal, transport, and disposal of surface ash, which includes 3-6 inches of incidental soil (within the structural ash and debris footprint). It also includes the removal, transport, and disposal of burned debris, which consists of the burned home remains, including burned or partially burned furniture, personal belongings, metals (such as white goods, household appliances, and patio furniture, etc.), and unsupported walls, potentially dangerous trees, or chimneys that are hazardous to debris removal crews. This bid item does not include burned or partially burned stone, concrete, landscaping features, or statues. This bid item includes trench plating as needed to protect existing culverts and other improvements from damage by the DDHTR Contractor's equipment and trucks.

This is an individual property cost.

Item 3 – Per Parcel Asbestos Removal and Disposal:

This item includes the removal, transport, and disposal of asbestos and ACM. This Item is per APN for a fully equipped, three-person asbestos abatement crew to remove, transport, and dispose of the asbestos identified by the A&M Contractor's Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST). This item includes labor, personal protective equipment (PPE), appropriate protective temporary storage, disposal fees, truck rental, temporary storage box(es), mobilization and demobilization, travel-time, per diem, and fuel.

This is an individual property cost.

Item 4 – Soil Removal, Re-Scrape:

This item includes the removal, loading, and disposal of additional soils from an individual parcel that has been determined to be still contaminated with ash and Structural Debris. In accordance with the Special Provisions and direction from Mariposa County, this soil is removed from specific decision units or areas pre-marked

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by the A&M Contractor to meet the operation-specific cleanup goals described in the Special Provisions. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading trucks with contaminated soil at the site and includes trucking and receiving facility fees.

DDHTR Contractor shall perform a re-scrape at the direction of Mariposa County on any parcel where cleanup goals have not been met, including re-scraping parcels multiple times.

Regardless of the number of re-scrapes required or the quantity of soil removed, this bid item will be paid only once per parcel and for no more than 15% of the total number of parcels where debris removal is performed. If Mariposa County elects to accept “Hazard Tree Only ROEs”, defined as enrolled parcels where no structural debris removal is conducted, such parcels will not be included in the total number of parcels for rescrape percentage purposes. Further re-scrapes necessary, as determined by Mariposa County, shall be performed without compensation. These compensation limitations do not apply to parcels where Mariposa County determines that cleanup goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of Mariposa County.

This is an individual property cost,

Item 5a and 5b – Vehicles (Burned Hulks) abatement:

This item includes providing adequate equipment and an operator to abate vehicles (burned hulks) and recycle them, which may include adjudicating vehicles onsite or transporting burned vehicles to an off-site collection point to adjudicate vehicles, draining and disposing of the fluids to an approved hazardous waste facility (if and as necessary), and ultimately transporting the vehicles to an approved recycling facility. The vehicles shall not be crushed prior to adjudication. If vehicles are to be hauled whole,they shall be bundled with a net to prevent items from falling from the vehicles into the roadway during transport. Abatement of vehicles from public rights-of-way may be requested by the County, if so, it may require coordination with traffic authorities, such as the California Highway Patrol, local law enforcement, or local code enforcement, such as scheduling of work based on availability of traffic authorities. Additionally, the abatement of vehicles from public rights-of-way may require traffic control. This item is for any vehicle legally required to be registered with the State of California, including, but not limited to, passenger vehicles, light trucks, sport utility vehicles, motorcycles, all-terrain vehicles, utility and boat trailers, recreational vehicles, buses, boats and vessels, and construction and farm equipment. The bid unit is per vehicle removed, abated, and recycled.

Item 5a – Vehicles Adjudicated on Parcel:

This is a per-unit vehicle cost item for vehicles adjudicated by CHP or state or local government on the parcel, allowing the vehicle to be abated by the DDHTR Contractor during the typical course of debris removal operations, including transport to the receiving facility.

Includes receiving facility fees.

Item 5b – Vehicles Adjudicated Off-site:

This is a per-vehicle cost for vehicles required to be transported to DDHTR Contractor’s central consolidation and inspection site for adjudication by CHP or state or local

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government and then to the receiving facility, including any necessary storage and multiple instances of transportation prior to final transportation to the receiving facility. Includes receiving facility fees. Vehicles shall not be crushed prior to adjudication and may require Contractor to transport vehicle intact by towing to ensure preservation of VINs, based on the direction of the Mariposa County Contract Manager.

This is an individual property cost.

Item 6 – Per Property Concrete:

This item includes the separation and loading of all eligible concrete from an individual property in accordance with the Special Provisions and direction from Mariposa County. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading concrete and reinforced concrete at the site into trucks and includes trucking and receiving facility fees. The concrete may include foundations, flatwork, driveways, OSC approved retaining walls, tanks, and other miscellaneous concrete items as required by the OSC. Includes sizing concrete to receiving facility specified size and cutting of protruding rebar pieces, as required by the receiving facility. Includes receiving facility fees.

This is an individual property cost.

Item 7 – Tonnage Rate for Debris, Ash, Metals, Concrete, and Soil Removal from Commercial and Public Parcels:

This per unit ton cost item includes the removal, transport, and disposal of debris, ash, metals, concrete, and soil described in Item 2 from commercial or public parcels. The Contractor will be required to segregate, weigh, and report on the waste streams in accordance with the Special Provisions but the unit rate paid per ton shall be the same for all materials removed. This Bid Item also includes all erosion control hydromulch and straw wattles required per the Special Provisions, Section 9.1. Bid Item #7 includes parcels requiring the removal of non-Resource Conservation and Recovery Act (RCRA) hazardous waste, as defined by 22 CCR section 66261.101.

For the purposes of this agreement, a commercial parcel shall be defined as a parcel:

1. Associated with a business enterprise licensed by the California Secretary of State (or other government entity, as determined by the IMT) or a nonprofit organization recognized by the State of California's Franchise Tax Board (or other government entity, as determined by the IMT, with verification through the California Department of Justice as necessary.)
2. Where business or nonprofit activities were actively being conducted at the time of the fire, which destroyed the structure.

Mobile home parks shall be considered commercial parcels for the purpose of this bid item.

For the purposes of this agreement, a public parcel is defined as a parcel owned and operated by a public agency that was not primarily used as a residence.

The determination of whether a parcel meets the definition of a commercial parcel or public parcel is at the exclusive discretion of Mariposa County.

This is an individual property cost.

Mariposa County anticipates the possible inclusion of one (1) Not For Proffit parcel.

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Item 8 – Asbestos Abatement for Commercial and Public Parcels:

This per-cubic yard cost includes the removal, transport, and disposal of asbestos and ACM, as described in Item 3, from commercial and public parcels, as described in Item 7.

This is an individual property cost.

Item 9 – Temporary Long Bridges:

Bridges that the IMT agrees are necessary and are greater than fifty (50) feet in length, as determined by the ordinary high-water marks (as determined by the permitting agency(ies)) or existing damaged bridge pre-fire length, shall be paid by Mariposa County at 1.5 times the flat per parcel cost listed by the DDHTR Contractor as Bid Item No. 2 per IMT approved bridge setup. (Contractor shall be compensated pursuant to Bid Item #9 only once per bridge, regardless of how many parcels are accessed by the bridge). This cost includes mobilization, permitting costs, labor, materials, and equipment required for setup, takedown, and demobilization.

This may be either an individual property cost if only to access one property or a community cost if used to access multiple properties.

Item 10 – Non-Working Days:

This per crew unit cost item includes the costs of mobilizing and demobilizing personnel from debris removal crews and hazard tree removal crews for days designated as non-working days by the IMT. Do not count Sundays, every fifth Saturday, and Holidays as part of this bid item as they will not be compensated. This does not include days where work is impracticable due to weather conditions or other environmental factors. This will include unanticipated safety stand-down days as directed and authorized by Mariposa County.

The IMT shall notify the DDHTR Contractor of a Full Non-Working Day by 1700 on the calendar day prior to the calendar day of no work.

A partial Non-Working Day occurs when the IMT notifies the DDHTR Contractor after 1700 on the prior calendar day to the intended Non-Working Day, and the DDHTR Contractor has commenced with work on the intended Non-Working Day. A partial non-working day also occurs when the IMT notifies after 1700 on the prior calendar day to the intended Non-WorkingDay and the DDHTR Contractor has not commenced with work yet has mobilized in anticipation of the performance.

When a partial Non-Working Day occurs, the bid unit will be paid on a fractional hour basis where an eleven (11) hour working day correlates to 100 percent (100%) of the bid amount. Payment shall not be greater than 100 percent (100%).

Item 10a – Debris Removal Crews:

This per crew per day item covers costs only for Disaster Debris Removal Crews, as listed in item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for days of non-work.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per debris removal crew per day.

This is a community cost.

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Item 10b – Hazard Tree Removal Crews:

This per crew per day item covers costs for Hazard Tree Removal Crews, as listed in item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per tree removal crew per day.

This is a community cost.

Item 11 – Delays:

For this bid item, a "Delay" results from factors beyond the DDHTR Contractor's control related to A&M Contractor error, unusual and unsafe materials discovered on the site, or other unforeseen environmental (discovery of cultural resource, discovery of proximity to unknown endangered species habitat, etc.) or imminent safety issues. These delays will be designated and approved by the IMT. Examples of unusual and unsafe materials include the discovery of radioactive Structural Debris, unexploded ordinance, explosives, hazmat spills or releases, mercury releases, unknown cylinders, dangerous or threatening residents or animals, or roadway accidents. The DDHTR Contractor shall notify the IMT within fifteen (15) minutes once the DDHTR Contractor becomes aware of a potential Delay. This bid item does not include weather impacts, which are not compensated.

Delays eligible for payment will be designated and approved by the OSC or designee, verbally or by electronic communication. These occurrences will be followed up with an email or other written correspondence before the end of the same working day. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the DDHTR Contractor's control including, but not limited to, weather, poor planning, DDHTR Contractor error, labor shortages, traffic, safety violations, or receiving facility (disposal, recycling sites, Temporary Log Storage and Processing Sites/Staging Areas or end use facility) wait times, are ineligible for payment as a "delay." Delays usually include a small percentage of the properties.

Item 11a – Debris Removal Crews:

This per crew per hour item covers costs only for Disaster Debris Removal Crews, as listed in Item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for delays.

Item 11b – Hazard Tree Removal Crews:

This per crew per hour item covers costs for Hazard Tree Removal Crews, as listed in Item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

The bid unit is per authorized delay per crew per hour and is intended to provide compensation for authorized Delays for up to 4-hours or while the crew mobilizes to a different property or leaves for the day, whichever represents less cost to the Operation. Mariposa County reserves the right to direct the DDHTR Contractor to reallocate the DDHTR Contractor's resources to other Operation needs rather than incur delay costs.

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This is a community cost.

Item 12 – Hazard Tree Removal:

This item includes the felling, processing, removal, transport to log processing and storage yard (when necessary), and to final end use facility for Hazard Tees, as described in this RFP and as identified by A&M Contractor Arborists. Hazard trees shall include so-called fire damaged “emergency trees” that Mariposa County may order removed before other trees due to immediate public danger, trees located on steep slopes or that may be difficult to access (for any reason), trees that may have been re-assessed for removal on properties that the DDHTR Contractor crews had previously completed hazard tree removal and subsequently mobilized to another property, or other such circumstance. Hazard Trees shall be paid for under one of two (2) bid items. This bid item shall also include any revenue anticipated to be realized by the DDHTR Contractor by the sale of all or any portion of these trees and the tree’s wood material. This bid item does not include the “potentially dangerous trees” identified by the debris removal contractor on debris removal sites.

OTHER PER PROPERTY SERVICES:

Item 13 – Property Owner Assistance:

This item includes over 30-60 minutes of time required for homeowner assistance. Homeowner assistance requiring less than 30 minutes at a site will not be compensated. Property owner assistance is for activities such as sifting through burned structural debris to locate valuables, protecting or relocating minor items prior to site remediation, working around stone driveways, etc. The bid unit is per APN and is intended to provide limited hand labor and the use of minor equipment, but usually no excavator use or trucking. Larger equipment will be on standby during this activity, which should be included in the unit cost. Property Owners Assistance shall be approved by the OSC or designee prior to commencing with such assistance. Such assistance shall be conducted at the sole discretion of the OSC or designee.

This is an individual property cost.

OTHER FINANCIAL PROVISIONS:

The DDHTR Contractor shall comply with the requirements below. Any costs to comply with the requirements must be considered as part of the bid rates; no separate or additional compensation will be paid for meeting these requirements.

The DDHTR Contractor shall not remove any tree that has not been previously identified, documented, and marked by Mariposa County’s A&M Contractor .If any such tree is cut down by the DDHTR Contractor or the DDHTR Contractor’s Subcontractors, the DDHTR Contractor shall forfeit ten thousand dollars ($10,000) per tree. If a Contractor does not fell Trees in accordance with the terms of this contract, Mariposa County reserves the right to exercise appropriate remedies (which, at a minimum, may include withholding any payment for Trees associated with the breach of contract). The DDHTR Contractor is further responsible for any and all applicable fines which may apply to unauthorized removal of a tree. Remedies for unauthorized removal of trees will be strictly enforced and repeated or extensive violations may result in termination of this contract.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT A - Required Bid Package Checklist

Prepare Required Bid Package Checklist to assist in the preparation of your Bid Package
Bid Package must be submitted in the sequential order listed below:

Bidder MUST submit on provided forms and/or forms included by reference

☐ Attachment 1 – Cost Proposal

☐ Attachment 2 – Proposer Certification

☐ Attachment 3 – Proposed Subcontractors Lists

☐ Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended)

☐ Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes

☐ Attachment 6 – Business Entity Requirement Questionnaire

☐ Attachment 7 – Bidder Reference Form

☐ Darfur Contracting Act (Included by reference)

☐ California Civil Rights Laws Attachment (Included by reference)

☐ Iran Contracting Act Verification Form (Included by reference)

Additional Bid Requirements (Supplied by Bidder)

☐ Bidders Bond

☐ Notarized Bondability Statement

☐ Experience Modification Rate (EMR) documentation

☐ IIPP and/or Health and Safety Plan (HSP)

☐ Letter(s) of Interest

☐ Letter of Intent for Workforce Development

The following are Reference Documents and are not required at time of bid but must be adhered to by the successful Contractor during the contract period:

ATTACHMENT B – Sample Standard Agreement, including Special Provisions

ATTACHMENT C:

Reference Supplement 1 – Debris Operational Guidance, California Wildfire Asbestos Survey, 2021 Statewide Fires – Environmental Protection Plan*

Reference Supplement 2 – Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires (February 10, 2019) *

Reference Supplement 3 – 2022 Environmental Protection Plan (EPP)

*Included by reference to: https://www.calrecycle.ca.gov/disaster/wildfires/contractors/

Reference Supplement 4 - 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), California Department of Transportation (DOT) Revision 6 (Rev 6) available at the following link: https://dot.ca.gov/programs/safety-programs/camutcd

Reference Supplement 5 – 2022 List of Landfills.

Please note that if any of the items are missing from the Proposal Package, the package will be considered incomplete and will be disqualified from the process.

END OF CHECKLIST

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT 1 – COST PROPOSAL SCHEDULE

Cost Proposal Schedule
2022 OAK FIRE: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES

Complete this form and submit the original in accordance with the requirements of this RFP. Separate invoices itemizing all costs are required for all work performed under each Work Order.

*This bid represents and is to include all elements as described under "**Description Cost Proposal Schedule – Bid Items"** in Section 2.

** Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html) for General Prevailing Wage Rates as currently determined by the August 2021 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the Structural Debris and Hazard Tree removal program, or other factors.

ITEM	Description	Est quantity	Unit price		Total
1	**Mobilization and Demobilization to/fromOperational Area**				
1a	Disaster Debris Removal Crews	10		Per Crew	
1b	Tree Removal Crews	5		Per Crew	
2	**Per Parcel Ash, Debris, Metals, and Incidental Soil**	127		Per Parcel	
3	**Per Parcel Asbestos Removal and Disposal**	13		Per Parcel	
4	**Soil Removal, Re-Scrape**	30		Per Parcel	
5	**Vehicles (Burned Hulks) abatement**				

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ITEM	Description	Est quantity	Unit price		Total
5a	Vehicles Adjudicated on Parcel	276		Per Vehicle	
5b	Vehicles Adjudicated Off-site	5		Per Vehicle	
6	**Per Property Concrete**	116		Per Parcel	
7	**Tonnage Rate for Debris, Ash, Metals, Soil, and Concrete Removal from Commercial and Public Parcel**	1560		Per Ton	
8	**Asbestos Abatement from Commercial and Public Parcels**	24		Per Cubic Yard	
9	**Temporary Long Bridges:**	1	=1.5X Line 2	Per Bridge	
10	**Non-Working Days:**				
10a	Debris Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	
10b	Hazard Tree Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	
11	**Delays:**				
11a	Debris Removal Crews:	75		Per Crew/Hour	
11b	Hazard Tree Removal Crews:	50		Per Crew/Hour	
12	**Hazard Tree Removal:**				

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ITEM	Description	Est quantity	Unit price		Total
12	*All Hazard Trees removed*	4500		Per Tree	
OTHER PER PROPERTY SERVICES:					
13	Property Owner Assistance:	100		Per Hour	
			GRAND TOTAL		

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Mariposa County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in Mariposa County documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Mariposa County in the verification of the recitals comprising this Bid and also hereby authorizes Mariposa County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative: _____ Contractor Name: _____

Address: _____ Telephone #: _____

City, State Zip: _____ Email: _____

Signature of Authorized Representative: _____ Date Signed: _____

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ATTACHMENT 2 – BIDDER CERTIFICATION

MARIPOSA COUNTY

FROM: _____
(Name of Firm)

CONTRACTS UNIT

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment and to perform all work required in the manner and time prescribed herein and in such addenda as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html).

IMPORTANT – READ BEFORE SIGNING: Bidder Certification must be executed in the same name style in which the bidder is licensed. Joint venture bidders must meet the requirements described in the solicitation package. If making a bid as a joint venture, each person submitting the bid shall provide the information required in Item 1 with respect to their licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Items 1 through 9 on the following pages. By signing, Bidder swears under penalty of perjury that the conditions of all Items below are true.

Legal Name of Bidder: _____

Federal I.D. #: _____ CSLB #: _____

DIR #: _____ LTO #: _____

Address: _____
(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: _____

Telephone #: _____ Alternate #: _____

Contact Person: _____ Telephone #: _____

E-Mail Address: _____

Admin. Contact: _____ Telephone #: _____

E-Mail Address: _____

Authorized Representative:

SIGN HERE -----→ _____ Date: _____

Printed Name of Signer and Title: _____

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NOTE: The prime *must* have an LTO (whether an individual prime or a JV). If a JV, at least one JV member must also have an LTO (see Item 1, below)

ITEM 1 – BIDDER'S BUSINESS IDENTIFICATION

This Bid is submitted by (check one)

☐ Individual ☐ Partnership Business Entity Number: _____

☐ Joint Venture ☐ Corporation Place and Date of Incorporation: _____

☐ Sole Proprietor

NOTE: If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1 of Bidder Certification, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporations; if Bidder is a Partnership, the true name of the firm shall be set for the on Page 1 of Bidder Certification, together with the signature of a partner authorized to sign the contract in behalf of the Partnership; and if Bidder is an individual, that person's signature shall be placed on Page 1 of Bidder Certification. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Mariposa County prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If the bid is submitted by a partnership or joint venture, the members are:

Members	SOS #	CSLB#	LTO (as applicable	DIR#

Include additional page(s) and attach if more space is needed. _____ # of Add'l Pages Attached

ITEM 2 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of any Addenda as may have been issued prior to the Public Bid Open date.

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

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ITEM 3 – COMPLIANCE WITH GOVERNMENT CODE SECTION 87100

Government Code section 87100 provides: No public official at any level of state or local government will make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know they have a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict-of-interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with Mariposa County. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by Mariposa County, or who may have a financial interest in the policies and programs of Mariposa County and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Contractor and its subcontractors (if any) will be required to file statements of economic interests with Mariposa County upon award of the Contract. Mariposa County will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA (Identify as “NA” if no conflict exists)

Client Name	Contract	Address	Phone

A determination by Mariposa County that a conflict of interest exists as a result of the disclosed relationships may be grounds for disqualification.

If no conflicts exist, by signing Bidder Certification, Bidder acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

ITEM 4 – SUSPENSION AND DEBARMENT

Bidder declares compliance 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

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subpart C, in addition to remedies available to Mariposa County, the County may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions."

ITEM 5 – CERTIFICATIONS AND ACKNOWLEDGEMENTS

Bidder acknowledges and certifies to, under penalty of perjury, all the requirements and provisions as set forth in the Sample Standard Agreement, attached hereto.

Bidder swears under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Mariposa County.

Bidder certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code section 12990 and 2 CCR section 8103;

ITEM 6 – NONCOLLUSION AFFIDAVIT

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, section 112, and Public Contract Code section 7106 if federally funded, or Public Contract Code section 7106 if state funded, the Proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any otherProposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing the Bidder Certification on the signature portion thereof shall also constitute a signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE:

Signature of Authorized Representative	Printed Name and Title

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ATTACHMENT 3 – PROPOSED SUBCONTRACTOR LIST

Listed hereinafter are the name, location, license number, and registration number of all first-tier subcontractors who will perform work or labor or render service in the completion of the Work as described herein in an amount in excess of one-half of one percent (1/2 of 1%) of total bid, and the **kind of work** which each will perform if the contract if awarded to the Bidder. All required licenses and registrations must be current and active at the time of bid.

(Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.)

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

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Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact		

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Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed				
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

<u>COPY OF LTO LICENSE MUST BE ATTACHED</u> AS APPLICABLE FOR EACH HAZARD TREE REMOVAL SUBCONTRACTOR

For more space, copy this page and attach it hereto to be made a part of the Bid Package: #____ Add'l pages are attached.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint

ATTACHMENT 4 – BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. SECTION 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with the instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor’s Authorized Official Date

_____

Name and Title of Contractor’s Authorized Official

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ATTACHMENT 5 – REQUIRED PERSONNEL, ORGANIZATION, AND RESUMES

Bidder shall complete the information below and **MUST** attach the following documentation in support of Attachment 5:

1. *Organizational Chart indicating listed personnel (below) proposed role(s) are consistent with firm's organization.*
2. *Resume of each of the personnel listed below*
3. *Current HAZWOPER and/or Refresher Certification for Operation Superintendent(s) and Health and Safety Officer(s)*

Bidder must have, at a minimum, the personnel classifications in the below categories. Joint Ventures, as a whole, must collectively meet the required personnel requirement.

**If desired, bidders may list more positions via attachment; however, additional positions must be included and consistent with the organization chart attached hereto. A resume for each additional personnel must be attached. Personnel may not serve in multiple roles.*

Required Personnel	NAME	HAZ Attached	Resume Attached	Listed on Org Chart
Program Manager		NA		
Project Manager		NA		
Finance Chief		NA		
Operation Superintendent 1				
Operation Superintendent 2				
Health and Safety Officer				

_____ *Additional Personnel (with Resumes) have been included via attachment. Personnel are indicated on Organizational Chart.

Bidder shall indicate "yes" or "no" for each of the below required personnel:

PROGRAM MANAGER

Minimum five (5) years' experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Program Manager's requirements.

☐ YES ☐ NO

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PROJECT MANAGER

Minimum five (5) years' experience managing or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Project Manager 1's requirements.

☐ YES ☐ NO

FINANCE CHIEF

Minimum five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

☐ YES ☐ NO

If "NO" immediately above, then four (4) year college degree (equivalent or higher) from an accredited institution in accounting, finance, business, civil engineering, construction management, or related disciplines. If "Yes" immediately above, then check "Not Applicable."

☐ YES ☐ NO ☐ Not Applicable

Attached resume demonstrates Finance Chief's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 1

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year form in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 1's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 2

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters.

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 2's requirements.

☐ YES ☐ NO

HEALTH AND SAFETY OFFICER

Minimum five (5) years' experience as a safety officer on construction, silviculture, forestry, debris removal, or disaster management operations.

☐ YES ☐ NO

Associate degree (equivalent or higher) in a discipline such as industrial or occupational health, timber harvest, disaster management, or related fields.

☐ YES ☐ NO

Attached resume demonstrates Health and Safety Officer 1's requirements

☐ YES ☐ NO

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ATTACHMENT 6 – BUSINESS ENTITY REQUIREMENT QUESTIONNAIRE

The following questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations. Check one box after each question as it applies.

Proposer must have, at a minimum, qualified contract experience as described in the following:

1. Is the Prime Contractor, including each Member of a Joint Venture, currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?

   ☐YES ☐NO ☐NA

2. Is the Joint Venture currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?

   ☐YES ☐NO ☐NA

3. Are all subcontractors representing any portion of the work in excess of one-half of one percent (½ of 1%) of the prime contractor's total bid registered with the Department of Industrial Relations?

   ☐YES ☐NO ☐NA

4. Does the proposal package include (as additional bid submittal item) proof that the Bidder (except a newly formed Joint Venture without EMR history) meets the minimum Proposal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?

   ☐YES ☐NO ☐NA

5. If Proposer is a newly formed Joint Venture without EMR history, does the proposal package include (as additional proposal submittal item) proof that all Joint Venture members meet the minimum Cal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?

   ☐YES ☐NO ☐NA

6. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been a party in any civil litigation or administrative proceeding alleging violation of any of the following: contract antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving misrepresentation, fraud, theft, or any other act of dishonesty?

   ☐YES ☐NO ☐NA

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

7. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been debarred, suspended, disqualified, denied a classification rating or pre-qualification, or otherwise been declared not responsible to or prevented from bidding or performing work on any public works contract or subcontract in the last five years?

   ☐YES ☐NO ☐NA

8. Within the past five (5) years, has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

   ☐YES ☐NO ☐NA

9. Within the past five (5) years, has any surety company made any payments on the Proposer behalf as a result of default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a Debris Removal or Hazardous Tree Removal project, either public or private?

   ☐YES ☐NO ☐NA

10. Within the past five (5) years, has the California EPA or any Air Quality Management District or the State Water Resources Control Board or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which the Proposer was the contractor?

    ☐YES ☐NO ☐NA

11. If "yes" to any of the questions #6-10, has the bidder provided additional page(s) containing explanations, details, and supporting documents (if applicable)?

    ☐YES ☐NO ☐NA

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT 7 – CUSTOMER REFERENCE FORM

INSTRUCTIONS

1. Proposers are instructed to complete Part 1 of the Customer Reference Form and certify that Proposer Firm has completed the work experience described.

   The customer reference email address must match and indicate the organizational entity's name. (e.g., If the organizational entity is the California Department of Motor Vehicles, the reference email must include @dmv.ca.gov, not @gmail.com).

   In the event the individual used for the customer reference has left the employment of the organizational entity at the time of validation, a person in a position to verify the entity's employees may verify the individual's past employment with that entity.

2. Customer Reference shall complete Part 2 of the Customer Reference Form.
3. Bidder must provide a minimum of three (3) qualifying experiences and references as described in the Instructions to Proposers.

VALIDATION

1. Mariposa County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Bidders are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Mariposa County's validation inquiries.
2. If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Mariposa County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Bidder's benefit to inform its references that they may be contacted by Mariposa County regarding this RFP during the anticipated review period and their quick response would be helpful to the Bidder's cause

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

CUSTOMER REFERENCE FORM

PROPOSER'S COMPANY NAME: _____

PART 1

Proposer to complete PART 1

CUSTOMER REFERENCE NUMBER: ☐Reference 1 ☐Reference 2 ☐Reference 3

Customer Reference Company Name:		
Location:		
Contact Person:		
Contract Amount:	**$**	
Date of Completion:		
Owner Contact (Reference)	**Telephone:**	
	Email:	
Secondary Reference (optional)	**Telephone:**	
	Email:	

1. What type of project (or similar) was performed by Proposer?

   ☐Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.

   ☐Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Subcontractor.

   ☐Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.

   ☐Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as Subcontractor.

2. How did the work performed meet the category indicated above? Please describe:

3. Start Date: _____

   Length of Services: ☐1-2 months ☐ 3-4 months ☐ 5-6 months ☐ More than 6 months

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

PART 2

Customers provide Part 2.

Customers provide their references via responses to the below questions. Mariposa County will contact references to verify information provided in Part 1 and Part 2.

1. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?

   ☐Prime Contractor ☐Subcontractor ☐Member of a Prime Contractor JV

2. Was the Proposer's team/personnel able to lead, coordinate, and perform structural debris and/or hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?

   Check one box: ☐Yes ☐No

3. Did Proposer's initial mobilization actions meet the needs of the project?

   Check one box: ☐Yes ☐No

4. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?

   Check one box: ☐Yes ☐No

5. Was Proposer's ability to cooperate and communicate during to term of the project satisfactory?

   Check one box: ☐Yes ☐No

6. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?

   Check one box: ☐Yes ☐No

7. Were you satisfied with Proposer's overall performance?

   Check one box: ☐Yes ☐No

8. Additional comments to add to support the above:

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/7/2022

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

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

PRODUCER
InterWest Insurance Services, LLC
P.O. Box 8110
Chico CA 95927-8110

License#: 0B01094

CONTACT NAME: Denise Frye
PHONE (A/C, No, Ext): 530-895-1010 **FAX (A/C, No):** 530-895-3165
E-MAIL ADDRESS: dfrye@iwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Key Risk Insurance Company	10885
INSURER C : Great Divide Insurance Company	25224
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BOP, A Joint Venture
c/o Odin Construction Solutions, Inc.
4740 Rocklin Road
Rocklin CA 95677

BOPAJOI-01

COVERAGES **CERTIFICATE NUMBER:** 1965105047 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	ECP203872410	10/7/2022	10/7/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible Cover A&B	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 50,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP203612910	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			FFX203872510	10/7/2022	10/7/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCA203612810	10/15/2021	10/15/2022	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	Contractors Pollution Liability			ECP203872410	10/7/2022	10/7/2023	Each Poll Condition Deductible	1,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation appli to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

Proof of Insurance- 2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services Job

CERTIFICATE HOLDER

BOP JV

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
Craig M. Houck

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Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2038724-10	10/7/2022	10/7/2023	10/7/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Mariposa County	Mariposa County

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured**(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

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

This insurance does not apply to **bodily injury** or **property damage** occurring after:

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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This endorsement shall not increase the applicable limits of insurance.

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

1. Duties -- Additional Insured

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

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**

b. We receive written notice of a **claim** or **suit** as soon as practicable; and

c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and

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

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

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

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION -- COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2038724-10	10/7/2022	10/7/2023	10/7/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) And Description Of Completed Operations:
Mariposa County	Mariposa County

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** at the location designated and described in the **SCHEDULE** of this endorsement performed for that additional **insured** and included in the **products-completed operations hazard.**

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

1. Duties -- Additional Insured

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

a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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apply to insurance on which the additional **insured** is a **Named Insured**, if the written contract or written agreement requires that this coverage be primary and noncontributory.

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

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

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

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

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
DESIGNATED PERSON(S) OR ORGANIZATION(S) - COVERAGE A & B

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2038724-10	10/7/2022	10/7/2023	10/7/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name of Person(s) or Organization(s):	Mariposa County

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

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

Such waiver by us applies only if:

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

This endorsement applies only to the person(s) or organization(s) shown in the **SCHEDULE** above.

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

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

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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Bond No. 9414107
Bond No. 30173549
Bond No. 30173550

Payment Bond

Premium is included in the performance bond subject to adjustments based on final contract price.

CONTRACTOR:
(Name, legal status and address)
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

Western Surety Company
151 N. Franklin St.,
17th Floor
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Mariposa County
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: October 5, 2022

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars ($7,996,860.00)

Description: 2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services
(Name and location)

BOND
Date: October 7, 2022
(Not earlier than Construction Contract Date)

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars($7,996,860.00)

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: BOP, A Joint Venture *(Corporate Seal)*

Signature: _____
Name Louay M. Owaidat
and Title: JV manager

SURETY
Company: Zurich American Insurance Company; Fidelity and Deposit Company of Maryland;Western Surety Company *(Corporate Seal)*

Signature: _____
Name Deanna Quintero
and Title:Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
InterWest Insurance Services, LLC.
8950 Cal Center Drive
Suite 200, Bldg 3
Sacramento, CA 95826
916-488-3100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Placer)

On 10/10/22 (Date) before me, Alana Banayat-Forney, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Lovay M. Owaidat (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALANA BANAYAT-FORNEY
Comm. #2398212
Notary Public · California
Placer County
Comm. Expires Mar 23, 2026

Signature Alana Banayat Forney
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ACKNOWLEDGMENT

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

State of California
County of Butte)

On October 7, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Deanna Quintero,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARA WALLISER
COMM. # 2291855
NOTARY PUBLIC - CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2023

Signature _____ **(Seal)**

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John HOPKINS, Sara WALLISER, Renee RAMSEY, Jessica MONLUX, Elizabeth COLLODI, John J. WEBER, Deanna QUINTERO, Joseph H. WEBER, Matthew FOSTER, Mary COLLINS, Samantha WATKINS, Steven L. WILLIAMS, Phil WATKINS, Jennifer LAKMANN, Brad ESPINOSA, Paula SENNA, Pam SEY, Claudine GORDON, Kristie PHILLIPS, Michael K. FEENEY, Breanna BOATRIGHT, Kathleen LE, Sharon SMITH of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 16th day of September, A.D. 2022.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of September, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of October, 2022.



By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zur ichna.com or 410-559-8790

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Renee Ramsey, Elizabeth Collodi, Phil Watkins, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Jennifer Lakmann, Breanna Boatright, Jessica Monlux, K Corey Ward, Deanna Quintero, Samantha Watkins, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Tony Clark, Kathleen Le Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of October , 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Bond No. 9414107
Bond No. 30173549
Bond No. 30173550

Performance Bond

Premium: $51,973
Premium is for contract term and is subject to adjustments based on final contract price.

CONTRACTOR:
(Name, legal status and address)
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

Western Surety Company
151 N. Franklin St.,
17th Floor
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Mariposa County
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: October 5, 2022

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars ($7,996,860.00)

Description: 2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services
(Name and location)

BOND
Date: October 7, 2022
(Not earlier than Construction Contract Date)

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars($7,996,860.00)

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
BOP, A Joint Venture

Signature: _____
Name and Title: Loyay M. Owaidat JV manager

SURETY
Company: *(Corporate Seal)*
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland;Western Surety Company

Signature: _____
Name Deanna Quintero
and Title:Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)
AGENT or **BROKER:**
InterWest Insurance Services, LLC.
8950 Cal Center Drive
Suite 200, Bldg 3
Sacramento, CA 95826
916-488-3100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default**. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default**. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: Louay M. Owaidat / JV manager		Name and Title:	
Address: 1740 Rocklin Rd. Rocklin, CA 95677		Address:	

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Placer)

On 10/10/22 (Date) before me, Alana Banayat-Forney, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Lovay M. Owaidat (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALANA BANAYAT-FORNEY
Comm. #2398212
Notary Public · California
Placer County
Comm. Expires Mar 23, 2026

Signature Alana Banayat Forney
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ACKNOWLEDGMENT

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

State of California
County of Butte)

On October 7, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Deanna Quintero,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARA WALLISER
COMM. # 2291855
NOTARY PUBLIC · CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2023

Signature _____ **(Seal)**

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John HOPKINS, Sara WALLISER, Renee RAMSEY, Jessica MONLUX, Elizabeth COLLODI, John J. WEBER, Deanna QUINTERO, Joseph H. WEBER, Matthew FOSTER, Mary COLLINS, Samantha WATKINS, Steven L. WILLIAMS, Phil WATKINS, Jennifer LAKMANN, Brad ESPINOSA, Paula SENNA, Pam SEY, Claudine GORDON, Kristie PHILLIPS, Michael K. FEENEY, Breanna BOATRIGHT, Kathleen LE, Sharon SMITH of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of September, A.D. 2022.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of September, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of October, 2022.

SEAL SEAL SEAL

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Renee Ramsey, Elizabeth Collodi, Phil Watkins, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Jennifer Lakmann, Breanna Boatright, Jessica Monlux, K Corey Ward, Deanna Quintero, Samantha Watkins, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Tony Clark, Kathleen Le Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of October , 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Resolution_2022-579 (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3545	0102	45201	CDAA California Disaster Assistance Act		(4,917,591)	
3545	0102	49101	Transfer in		(175,000)	
3545	0102	60301	General Professional Services		5,092,591	
1001	0100	80111	Transfer Out		175,000	
1001	0100	92001	Contingency Designation			175,000
				TOTALS	175,000	175,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 3/29/2023

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: BOP BA signed by Dept Head (RES-2023-174 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-175

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Declare Las Mariposas Civil War Reenactment as a County Sponsored Event

---

RECOMMENDATION AND JUSTIFICATION:
Declare Las Mariposas Civil War Reenactment April 22 & 23, 2023, as a County sponsored event, and waive the Encroachment Fee of $188.00.

The Las Mariposas Civil War Group, a registered 501(c)(3) non-profit, volunteer, organization, is dedicated to the education of the public about the people and events of the Civil War. It does this in partnership with the American Civil War Association (ACWA) through the presentation of living history, which includes military and civilian encampments, battle re-enactment, lectures and demonstrations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Civil War Reenactment has not been scheduled since 2019 due to the Covid-19 pandemic. Now that gathering restrictions have been lifted, the event coordinators want to reinstate the reenactment. This family event teaches the history of the Civil War and is enjoyed by many local schools, residents and guests from around California.

On April 2, 2019, Resolution 2019-171 the Board approved sponsorship of this event.

On March 27, 2018, Resolution 2018-125 the Board approved sponsorship of this event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, fee and insurance will be a hardship on this non-profit organization.

ATTACHMENTS:
Assemblage Permit23 (PDF)
Encroachment Permit23 (PDF)
Flyer23 (PDF)
Letter to BOS23 (PDF)
Letterto BOS from CHP23 (PDF)

REF ID# 13940

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

APPLICATION FOR PUBLIC ASSEMBLAGE PERMIT

Pursuant to Mariposa County
Code Chapter 8.28

TO: Mariposa County Sheriff's Department

APPLICATION DATE: 2-21-23

SCHEDULED DATE OF EVENT: April 21-22-23 TIME: 9am 10pm

EXACT LOCATION OF EACH ACTIVITY: Long Ranch Yaqui Gulch

NUMBER OF PEOPLE ATTENDING: (Reasonable estimate): 4000 over 3 days

BRIEF DESCRIPTION OF PLANNED ACTIVITY: (Include number and type of performance, events, names of well-known performers or public figures which would affect crowd size.)

school days the 215+ 700 kids
sat and sun 4 battles 4 encampments

WILL FOOD, BEVERAGES, OR ALCOHOLIC BEVERAGES BE SOLD, PROVIDED, OR CONSUMED? Yes

IF YES, PLEASE GIVE DETAILS. NO alcohol - tribal indian tacos hot dogs

PLEASE LIST MODE, EXTENT, AND NATURE OF ADVERTISING: Signs news paper flyers

PLEASE LIST NAMES, ADDRESSES, AND PHONE NUMBERS FOR ALL PEOPLE RESPONSIBLE OR IN CHARGE OF THE ACTIVITY, SPECIFYING PERSON TO BE CONTACTED FOR THE PURPOSE OF THE APPLICATION:

1. Matthew Burton 209-347-9208
2. Brian Sorenson 209 495-9528
3. Marshal long 966-7654
4.
5.
6.

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

Attachment: Assemblage Permit23 (RES-2023-175 : Declare Las Mariposas Civil War Reenactment as a County Sponsored Event)

PLEASE LIST ALL ARRANGEMENTS MADE TO PROVIDE THE PUBLIC HEALTH, SAFETY AND WELFARE REQUIREMENTS AS REQUIRED UNDER MARIPOSA COUNTY CODE 8.28.034.

Fire Safety: County fire present
Sanitation Facilities: portapotties, hand washing trash cans
Police Protection: Mariposa Sheriff's office
Zoning & Land Use: County sponsored
Parking & Traffic Control: on-site parking
Emergency Medical Services: ambulance paramedics
Insurance/bond; Certificate attached
ABC License number (if applicable):

COPIES TO BE SENT OR TAKEN TO THE FOLLOWING AGENCIES FOR SIGNATURE AND APPROVAL OR DISAPPROVAL: (Must be returned to Sheriff's Office within 10 days.)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire					3-2-23
Health Dept.		✓	Provided		
Hospital		✓			3/2/23
Planning		✓	* See below		3/2/23
CHP		✓			3/6/23
*Sheriff:		✓	none		3/4/23
Other: P.W.		✓	none		2-21-23

ANY AGENCY LISTING DISAPPROVAL, PLEASE CITE REASONS FOR DISAPPROVAL:

ANY AGENCY LISTING CONDITIONS, PLEASE ATTACH CONDITIONS FOR APPROVAL TO THIS APPLICATION.
*Submit to Sheriff's Office for final approval

Matthew Burtos
APPLICANT

5149 Jones Street
ADDRESS

(209) 347-9200
PHONE NUMBER

3/2/2023
Provide dumpster for ie fuse disposal.
Have vendors food contact E.H.

-2-

* from PLANNING
① All parking must be on-site
② Applicant note.
• Approved as a temporary short term event on LCA LAND CONTRACTED PARCEL "recreation that does not displace the agricultural use & does not include permanent use as structures.
SJE 3/2/23

Attachment: Assemblage Permit23 (RES-2023-175 : Declare Las Mariposas Civil War Reenactment as a County Sponsored Event)

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 2-21-23 Building Permit #: _____

APPLICANT: Matthew Burton

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

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

civil war days living history for the public.

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

4 miles off hwy 140 on Agua gulch

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

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

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: _____

OWNERS NAME: AC w/a Matthew Burton EC

PRINTED NAME OF APPLICANT: matthew burton

SIGNATURE OF APPLICANT: matthew burton

MAILING ADDRESS: 5114 Jones Street
209 347 9200

Attachment: Encroachment Permit23 (RES-2023-175 : Declare Las Mariposas Civil War Reenactment as a County Sponsored Event)

Adults: $10
Kids 5-17 & Seniors: $5
Carloads (2 adults +1-4 kids): $25
FREE PARKING

Las Maripoasa

Civil War Days

Civil War era Vendors,
Food, & Beverages
from local Non-Profit Vendors

Saturday
April
22nd
Gates
OPEN at 9 am

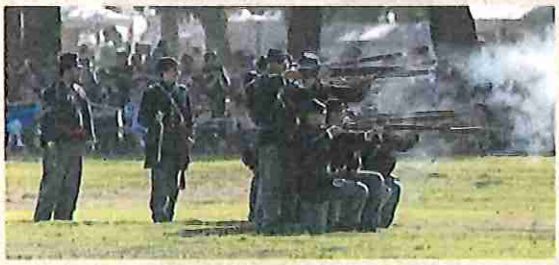


Sunday
April
23rd
Gates
OPEN at 9 am

At the historic Longs' Mariposa Ranch
Entrance on Yaqui Gulch Road, off Highway 140, just west of Mariposa

Saturday: Battles at Noon, 3pm, and at dusk
Sunday: Church Under the Trees at 9:30 am, with a Final Battle at 1 pm

Please bring your own seating (blanket or lawn chair).
No ice chests. No pets. Advise ear plugs for kids.





Attachment: Flyer23 (RES-2023-175 : Declare Las Mariposas Civil War Reenactment as a County Sponsored Event)

Dear Board of Supervisors:

I am writing on behalf of the Las Mariposas Civil War event to be held April 21, 22 & 23 2023. We have been an ongoing annual event since 2007 except due to covid in the last few years. We were approved in 2008 as an annual county sponsored event for Liability Insurance Purposes in 2008.

We hold a Free Educational Day for all school children on Friday. Over the years we have hosted close to 10,000 students. Many Teachers use our event to tie into their studies on the Civil War. We have had demonstrations about the Cavalry, Signal Corp, Infantry, Medical Practices, (including embalming), Weapons & Tactics, Clothing, Marching, Tents, Bread making, Butter churning, Forges, Broom making, Bayonet Drills, Laundress as well as depictions of Grant, Lincoln, Davis, Lee, Barton, Truth, Tubman all when available.

We are very appreciative of the County's sponsorship in the past and hope to continue our relationship. We invite you out to the event on Ed Day, April 21st 9:30 to experience what we are teaching to our future generation about our past.

Thank You,

Matthew Burton, American Civil war association on behalf of the
Las Mariposas Civil War Group

Matthew Burton

Attachment: Letter to BOS23 (RES-2023-175 : Declare Las Mariposas Civil War Reenactment as a County Sponsored Event)

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

March 6, 2023

File No.: 455.15326.A16737.Civil War

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the Mariposa Civil War Reenactment. This event is scheduled for April 21, 22, & 23, 2023. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steve Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL, Lieutenant
Commander
Mariposa Area

Attachment: Letterto BOS from CHP23 (RES-2023-175 : Declare Las Mariposas Civil War Reenactment as a County Sponsored Event)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclamation - "Child Abuse Prevention Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2023, as "Child Abuse Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Child Abuse Prevention Month_April 2023_Proclamation_Mariposa Safe Families (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

The Mariposa County Board of Supervisors
proclaims

The Month of April 2023
as
"Child Abuse Prevention Month"

WHEREAS child abuse and neglect are a complex and ongoing serious problem in our society that negatively affects many children in Mariposa County; and

WHEREAS every child deserves to grow up in a safe, healthy, nurturing environment free of fear, abuse and neglect. Every child is entitled to be loved, cared for, nurtured, and feel secure; and

WHEREAS it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe, loving, nurturing childhood, a childhood free from verbal, sexual, emotional and physical abuse; and

WHEREAS, Mariposa County has a plethora of dedicated individuals, agencies and organizations who work daily to counter the problem of child maltreatment and help parents in obtaining the assistance that they need and in 2003 Mariposa Safe Families Incorporated, was designated as the Mariposa County Child Abuse Prevention Council; and

WHEREAS our community is stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe, healthy, nurturing environment; and

WHEREAS effective child abuse prevention programs succeed because of the partnerships among families, social service agencies, schools, faith based and civic organizations, law enforcement agencies and the business community, who work together to prevent child abuse; and

WHEREAS, with the COVID-19 pandemic many parents may be feeling overwhelmed, strained and exhausted. Identifying solutions and keeping our children safe and healthy requires input and action from all of us. Reaching out to support a parent who may be struggling is a simple task that we can all take; and

WHEREAS, Mariposa Safe Families, Inc., along with other community partners, remain dedicated to child abuse prevention and advocacy. We shall continue working together to build strong healthy children and protect them from harm and abuse.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2023 as **"Child Abuse Prevention Month"**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of April 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

Attachment: Child Abuse Prevention Month_April 2023_Proclamation_Mariposa Safe Families (2023-33 : Proclamation - "Child Abuse

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim April 1 - 7, 2023 as "Week of the Young Child"

RECOMMENDATION AND JUSTIFICATION:

Proclaim April 1 - 7, 2023 as "Week of the Young Child"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this and similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize and support this proclamation.

ATTACHMENTS:
Week of the Young Child (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

The Mariposa County Board of Supervisors
proclaims the

Week of April 1-7, 2023

as

"Week of The Young Child"

WHEREAS, the Mariposa Local Child Care Planning Council, First 5 Mariposa and Infant Child Enrichment Services, in conjunction with the National Association for the Education of Young Children, are celebrating the "Week of the Young Child" April 1-7, 2023; and

WHEREAS, these organizations recognize and promote the importance of quality, age appropriate, child care environments for all children. Environments that create inclusion and provide safety, and develop a love of learning; and

WHEREAS, quality early child care programs are critical in the development of a child's intellect, self-esteem, and overall wellbeing, thus leading to a decrease in the number of children and families at risk; and

WHEREAS the responsibility for children's services is a partnership, shared with families, elected leaders, community groups, educators, preschools, and child care providers; and

WHEREAS the county of Mariposa stands dedicated to the promotion of quality life experiences for children and families, safety within our schools and community, and positive growth and development of our future leaders.

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors hereby proclaims the week of April 1-7, 2023, to be **"WEEK OF THE YOUNG CHILD"**

Dated: April 4th, 2023

ROSEMARIE SMALLCOMBE, District I Supervisor

SHANNON POE District II Supervisor

DANETTE TOSO, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Week of the Young Child (2023-34 : Proclaim April 1 - 7, 2023 as "Week of the Young Child")

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclamation - "Friday Night Live Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2023, as "Friday Night Live Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Friday Night Live_April 2023_Proclamation_Mariposa Safe Families (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

The Mariposa County Board of Supervisors
proclaims

The Month of April 2023
as
"Friday Night Live Month"

WHEREAS the California Friday Night Live program was developed in Sacramento in 1984 as the model program for the State of California; and

WHEREAS, celebrating 38 years, this program was designed and continues to reduce alcohol use and other problems among young people by building partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities; and

WHEREAS, youth in Friday Night Live programs will experience a safe environment that includes physical and emotional safety and will experience opportunities for community engagement that include knowledge of community, interaction, interface, communication, and opportunities to contribute to the community; and

WHEREAS, participants in Friday Night Live programs will be afforded opportunities for leadership and advocacy that include decision-making and governance, learning to express their opinions constructively, and taking action on issues or projects they care about outside the program, in their community or school; and

WHEREAS, youth in Friday Night Live programs will also experience opportunities to build caring and meaningful relationships with peers and adults that include learning about their peers and building relationships with them, guidance from caring adult staff, and feeling supported by others in the program, as well as having practical program needs met, while enjoying a sense of belonging to the group; and

WHEREAS, in addition, Youth in Friday Night Live programs will experience opportunities to engage in interesting and relevant skill development activities that will better prepare them for the challenges they may face and to develop healthy personal attitudes and behaviors related to alcohol, tobacco, and other drugs, violence prevention, and academic completion by fostering learning; and

WHEREAS, in an unprecedented time marked with upheaval, loss, and uncertainty, young people in Friday Night Live programs have epitomized resiliency, strength, and courage in their relentless commitment to making their community a better place; and

WHEREAS Mariposa Safe Families, Incorporated, along with other community partners, remain dedicated to the Friday Night Live mission and the great work being done through the collaborative; and

WHEREAS, during the month of April 2023, youth at more than 600 chapters will raise awareness in their counties throughout the State of California to reduce underage drinking, underage gambling, and tobacco use by mobilizing their communities with a unified call to action.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2023 as **"Friday Night Live Month"**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of April 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

Attachment: Friday Night Live_April 2023_Proclamation_Mariposa Safe Families (2023-35 : Proclamation - "Friday Night Live Month")

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclamation - "Alcohol Awareness Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2023, as "Alcohol Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Alcohol Awareness Month_April 2023_Proclamation_Mariposa Safe Families (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

The Mariposa County Board of Supervisors
proclaims

The Month of April 2023
as
"Alcohol Awareness Month"

WHEREAS, excessive drinking is responsible for more than 4,300 deaths among underage youth each year with more than 1.6 million young people reporting to have driven under the influence of alcohol in the past year; and

WHEREAS, alcohol is the most commonly used addictive substance in the United States and young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, underaged drinking is linked to 189,000 emergency room visits; and

WHEREAS, kids who drink are more likely to be victims of violent crime, to be involved in alcohol-related traffic crashes, and to have serious school-related problems; and

WHEREAS, the typical American will see 100,000 beer commercials before he or she turns 18; and

WHEREAS, a supportive family environment is associated with lowered rates of alcohol use for adolescents; and

WHEREAS, kids who have conversations with their parents and learn a lot about the dangers of alcohol and drug use are 50 percent less likely to use alcohol and drugs than those who don't have such conversations; and

WHEREAS, Mariposa Safe Families, Inc. and community partners are dedicated to promoting community awareness regarding the importance of appropriate alcohol use awareness programs, activities, and ceremonies to support efforts that will increase awareness, understanding and action to address underage drinking in Mariposa County.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2023 **as Alcohol Awareness Month**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of April 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

Attachment: Alcohol Awareness Month_April 2023_Proclamation_Mariposa Safe Families (2023-36 : Proclamation - "Alcohol Awareness

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim April, 2022 as "Sexual Assault Awareness Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of April 2023, as “Sexual Assault Awareness Month” and April 26th, 2023, as “Denim Day" (Board Chair)

The month of April has been designated Sexual Assault Awareness Month (SAAM) in the United States. The goal of SAAM is to raise public awareness about sexual violence and to educate communities and individuals on how to prevent sexual violence.

For the past 21 years, Peace Over Violence has run the Denim Day campaign on the last Wednesday in April in honor of Sexual Assault Awareness Month. April 26, 2023, is observed around the world as “Denim Day;” a single day of awareness created in solidarity with a victim whose rapist’s conviction was overturned because the Justices felt that since she was wearing tight jeans she must have helped her rapist remove her jeans thereby implying consent. Denim Day focuses on educating the community at large on the legal definition of consent.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically signed and presented this proclamation in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board would miss an opportunity to advocate and endorse Sexual Assault Awareness in Mariposa County.

ATTACHMENTS:
Sexual Assult Awareness Month 2023 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

The Mariposa County Board of Supervisors
proclaims

The Month of April 2023

as

"Sexual Assault Awareness Month"

WHEREAS sexual violence is a devastating and violent crime that affects men, women, seniors, teens, and children of all races, ages, cultures, economic situations, and abilities; and

WHEREAS, every 68 seconds, an American is sexually assaulted. And every 9 minutes, that victim is a child and

WHEREAS, out of every 1,000 sexual assaults, only 25 perpetrators will go to prison for the crime committed; Additionally, in eight out of 10 cases of rape, the victim knew their perpetrator; and

WHEREAS One out of every 3 women and 1 out of every 4 men have experienced an attempted or completed rape within their lifetime between ages 11 and 17; and

WHEREAS Mariposa County is not sheltered from the impacts of sexual assault and sexual violence, Mountain Crisis Services has provided sexual assault services for 35 women, men, and teen victims of sexual assault in the past year; and

WHEREAS Mountain Crisis Services believes that prevention is the best way to address sexual assault and asking for consent is a healthy, normal, and necessary part of everyday interactions; and

WHEREAS Mountain Crisis Services joins VALORUS in bringing conversations on how to embody equity in action and preventing sexual assault; and

WHEREAS the last Wednesday of April is observed around the world as Denim Day; a single day of awareness created to remember a rape conviction that was overturned on appeal, simply because the victim wore "tight" jeans.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County proclaims the month of April 2023 as "Sexual Assault Awareness Month" in Mariposa County and proclaims April 26th as "Denim Day" in order to support sexual assault prevention awareness efforts throughout the county.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of April 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

Attachment: Sexual Assult Awareness Month 2023 (2023-37 : Proclaim April, 2022 as "Sexual Assault Awareness Month")

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-176

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratification of Letter of Support for AB 704 Solar Panel Exemption

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RECOMMENDATION AND JUSTIFICATION:
Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 704 Solar Panel Exemption for Wildfire Victims

The letter was submitted to the Assembly Natural Resources Committee on 3/24/23.

Assembly Bill 704 falls under the Thriving Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

ATTACHMENTS:
Prop AB 704 Ratify. 3-24-23 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13976

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

March 24, 2023

The Honorable Luz Rivas, Chair
Assembly Natural Resources Committee
Legislative Office Building, Room 164
Sacramento, CA 95814

Re: AB 704 (Patterson): Solar Panel Exemptions for Wildfire Victims

Dear Madam Chair Rivas,

The Mariposa County Board of Supervisors is writing to express support for AB 704 (Patterson), which will allow homeowners in California who have lost their homes due to a natural disaster in a Governor-declared state of emergency, to rebuild or repair their homes without adhering to the Energy Commission's solar panel mandate.

As we are all aware, the California Energy Commission mandated that all new homes must be equipped with solar panels, beginning January 1, 2020. This does not provide an exemption for homeowners who have had their homes destroyed through no fault of their own.

AB 178 (Dahle, 2019) exempted from some of these requirements residential construction needed to repair, restore, or replace a residential building damaged or destroyed as a result of a disaster in which a state of emergency was declared before January 1, 2020. AB 704 extends those efforts and grants the same exemption to victims of wildfire and other natural disasters during 2020.

An estimated 4% of California's land was burned down in 2020's nearly 10,000 different fires. In Fresno and Madera counties alone, over 900 structures were damaged or destroyed. Statewide, 10,488 structures were damaged or destroyed and will need to be repaired or rebuilt at a time when Californians are facing unprecedented economic hardship.

The average cost of a solar panel system is $20,000, and that is after the federal tax has been accounted for. Californians enduring this pandemic and related economic crisis simply cannot afford this additional cost when hoping to repair or rebuild their destroyed home. AB 704's exemption will be critical for wildfire victims in the state to recover. Without it, many victims will opt to leave the area, or even the state altogether, due to the prohibitive cost rebuilding.

The Mariposa County Board of Supervisors supports the AB 704 legislation. In July 2022 the Governor declared a state of emergency due to the Oak Fire that raged through our county. In its wake the Oak fire left over 140 homes affected. Most of these homes burned beyond recognition. More recently in March of 2023 Mariposa was hit with a series of nonstop atmospheric rivers and snowstorms causing major flooding and heavy snow damage to more than 40 homes and residences across the county. The

Attachment: Prop AB 704 Ratify. 3-24-23 (RES-2023-176 : Ratification of Letter of Support for AB 704 Solar Panel Exemption)

weight of the snow caused damage from trees toppling over onto the roofs of houses and in some cases just the sheer weight of the snowpack on the roofs causing them to cave in. Out of the list of all the damaged residences, 74 percent of them were not insured. Asking these California residents to rebuild out of pocket is already going to be costly for them with houses ranging from $500,000- $700,00 to build a 2,000 square foot home in today's market. Making them add additional costs for solar panels is an unnecessary financial burden. We ask you to please consider these families and their hardship when making your decision on the AB 704 Legislation.

For these reasons, The Mariposa County Board of Supervisors would strongly urge an "aye" vote on the AB 704 Legislation.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attachment: Prop AB 704 Ratify. 3-24-23 (RES-2023-176 : Ratification of Letter of Support for AB 704 Solar Panel Exemption)

MARIPOSA COUNTY

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

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Software as a Service License Agreements Report

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Software License Agreements Entered into by the CAO (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received and Processed in March of 2023.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Software License Agreements Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

ATTACHMENTS:
Software as a Licence Report 4-4-23 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Software Report

Board Agenda Item for April 4, 2023

Contractor	Amount	Term	Service	Department
Grainicus	$27,695	3/1/23 to 2/29/24	Software	County Clerk

APA= Assistant Purchasing Agent (Department Head)

Attachment: Software as a Licence Report 4-4-23 (2023-38 : Software as a Service License Agreements

MARIPOSA COUNTY

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

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

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

BACKGROUND AND HISTORY:

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

ATTACHMENTS:
TAC Meeting Minutes 6-29-22 (DOC)
TAC Meeting Minutes 9-28-22 (DOC)
SSTAC Meeting Minutes 4-27-22 - Approved(DOC)
SSTAC Meeting Minutes 10-26-22 (DOC)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

Mariposa County Local Transportation Commission

Commissioners
District 1……...Rosemarie Smallcombe
District 2…….....Vacant
District 3……..Marshall Long
District 4……Wayne Forsythe
District 5…….Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Technical Advisory Committee

June 29, 2022

MEETING MINUTES

In Attendance: Wayne Forsythe – Alt. Vice–Chair LTC
Sarah Williams – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Lloyd Clark – Caltrans Representative District 10
Jeannie Morvay-Clayton – Transportation Planning

1. Meeting was called to order by Wayne Forsythe at 10:01 AM.

2. Introductions were made and it was noted that Rosemarie Smallcombe was absent.

3. Committee's purpose was read by Jeannie Morvay-Clayton - "To make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning Overall Work Program (OWP)."

4. Jeannie Morvay-Clayton gave a brief explanation of the RTP and OWP and let the committee know both documents would be emailed to them after the meeting was adjourned. Committee members were asked to review the documents ahead of our next meeting.

5. No discussion or recommendations were given to the Local Transportation Commission at this time.

6. Meeting was adjourned at 10:05 AM. Next meeting will be September 2022 date/time TBD.

Attachment: TAC Meeting Minutes 6-29-22 (13874 : Receive Minutes of the Committees)

Mariposa County Local Transportation Commission

Commissioners
District 1……...Rosemarie Smallcombe
District 2…….....Vacant
District 3……..Marshall Long
District 4……Wayne Forsythe
District 5…….Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Technical Advisory Committee

September 28, 2022

MEETING MINUTES

In Attendance:
Rosemarie Smallcombe – Chair LTC
Wayne Forsythe – Alt. Vice–Chair LTC
Sarah Williams – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Lloyd Clark – Caltrans Representative District 10
Jeannie Morvay-Clayton – Transportation Planning

1. Meeting was called to order by Rosemarie Smallcombe at 11:03 AM.

2. Introductions were made, all committee members in attendance.

3. Committee's purpose was read by Jeannie Morvay-Clayton - "To make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning Overall Work Program (OWP)."

4. Motion to adopt minutes from the June 28, 2022 meeting was made by Wayne Forsythe and seconded by Sarah Williams. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

5. Discussion of the efforts to circulate the RTP Update Survey had many suggestions for reaching out to all the Supervisors, Advisory Groups, County Social Media Pages, and mass mailing to all County Residents.

6. Discussion of changes to be included in the RTP Update which will be sent to the consulting team of Fehr & Peers.

DRAFT

Attachment: TAC Meeting Minutes 9-28-22 (13874 : Receive Minutes of the Committees)

-Future plans should include determination of “short term” or “long term” and identify department responsible.
-Update the Airport Use Plan
-A recommendation was made that the Projected Expenditures and Revenues have a breakdown per project with administration and design broken out from actual construction costs.
-Include findings from the Pavement Management Plan Update and the Short Range Transit Plan Update.
- Questions surround plans for installing electric charging stations throughout the County. What is the States plan? How will we finance and maintain charging stations? What will the need be, visitors, residents, workers, County owned vehicles, emergency vehicles, and Transit vehicles?

7. Discussion of changes to be included in the OWP which will be updated with the OWP FY 22-23 Amendment I in October 2022.

8. Meeting was adjourned at 11:54 AM. Next meeting will be March 2023 date/time TBD.

DRAFT

Attachment: TAC Meeting Minutes 9-28-22 (13874 : Receive Minutes of the Committees)

Mariposa County Local Transportation Commission

Commissioners
District 1……..Rosemarie Smallcombe
District 2……....Tom Sweeny
District 3……..Marshall Long
District 4……Wayne Forsythe
District 5…….Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Social Services Transportation Advisory Council

April 27, 2022
Government Center Building – Board Hearing Room

In Attendance: Amanda Meek – HHSA Social Services
Jeannie Morvay-Clayton – Transportation Planning
Kelly Taute – HHSA - Transit

1. Meeting was called to order by Jeannie Morvay-Clayton at 10:05 AM.

2. Introductions

3. SSTAC currently has 6 vacancies to fill.

4. Notice of Meeting and Notice of Vacancies were advertised in the local newspaper, letters were mailed out to SSTAC interested parties mailing list, notices were published on county websites, and posted at county buildings.

5. Kelly Taute shared a Power Point Presentation of Transit Operations. She gave us an update on Mario-Go, Meditrans, and HHSA Client Transports. Kelly reported that she has a full staff again and vehicle occupancy is now at 50% increasing ridership to accommodate client needs. The group discussed an upcoming survey that will become a yearly standard to all Transit clients. The survey will also be handed out at the Senior Fair in May 2022.

6. Amanda Meek had a transportation logistics need that she brought to the group. Occasionally there is a need for transportation to a medical appointment on a Saturday and wanted to know if there was a way to accommodate this need. After a brief discussion Kelly Taute confirmed that, with advanced notice, HHSA Client Transports would be able to provide assistance for this need.

Attachment: SSTAC Meeting Minutes 4-27-22 - Approved (13874 : Receive Minutes of the Committees)

7. Jeannie Morvay-Clayton brought up the discovery from our recent Short Range Transit Plan Update that not enough County residents know about our Transit Services. Since Transit is now fully staffed and we are back to 50% capacity now would be an excellent time to publish the Transit offers to the County. There will be a mailing with Transit schedules and contact information in June 2022.

8. The group talked about doing a new Fare Rate Study for Mari-Go and MediTrans. The thought process was since Transit operations have been at minimum capacity the last two years, we should wait till Fiscal Year 2023-24 to perform the Fare Rate Study. This way we will have a more realistic picture of what our normal operations look like after Fiscal Year 2022-23. We will work this into our FY Overall Work Program (OWP) 2023/24 for Caltrans District 10 approval.

9. Meeting was adjourned at 10:52 AM. Next meeting will be October 2022 date/time TBD.

Approved by all SSTAC Members October 26, 2022.

Attachment: SSTAC Meeting Minutes 4-27-22 - Approved (13874 : Receive Minutes of the Committees)

Mariposa County Local Transportation Commission

Commissioners
District 1……..Rosemarie Smallcombe
District 2……....Tom Sweeny
District 3……..Marshall Long
District 4……Wayne Forsythe
District 5…….Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Social Services Transportation Advisory Council

October 26, 2022
Government Center Building – Board Hearing Room

In Attendance: Amanda Meek – HHSA Social Services
Debra Barcellos – Mariposa Heritage House
Jeannie Morvay-Clayton – Transportation Planning
Kelly Taute – HHSA - Transit
Tina Gavette – HHSA Social Services for Seniors

1. Meeting was called to order by Jeannie Morvay-Clayton at 10:00 AM.

2. Introductions – All members in attendance

3. SSTAC currently has 6 vacancies open.

4. Notice of Meeting and Notice of Vacancies were advertised in the local newspaper, letters were mailed out to SSTAC interested parties mailing list, notices were published on county websites, and posted at county buildings.

5. Debra Barcellos moved to accept the minutes from April 27, 2022 meeting, Amanda Meek seconded the motion with all members in concurrence.

6. Kelly Taute gave us an update from Mariposa Transit. In FY 20/21 they had 4698 1-way trips with six drivers and 1 ½ office staff. In FY 21/22 they had 7800 1-way trips with 9 drivers and 2 office staff. They are still operating a 50% occupancy. Researching grants for scheduling programs and switching to virtual vouchers. There will be a Transit Training in the HHSA Mariposa Room on November 15, 2022 at 8:15 AM & 9:15 AM. Her group is currently working on a Transit Service Policy.

DRAFT

Attachment: SSTAC Meeting Minutes 10-26-22 (13874 : Receive Minutes of the Committees)

7. Debra Barcellos, from Mariposa Heritage House, gave us an update on how their fixed route transit operations are working. They are currently operating the fixed route and individual route with a grant which has two more years of support for the program. They've signed with Anthem Blue Cross which allowed them to add another driver to help fill in the gaps in the current route. Debra informed the council that she plans to retire from Heritage House in April of 2023 and should have her replacement onboard before her departure.

8. Amanda Meek brought forward some avenues to pursue possibly partnering with Lyft and other agencies such as In Home Supportive Services to fill in gaps in service with regards to medical needs. She shared that the new independent medical transport service, currently operating in Mariposa, has been difficult for clients to schedule and sometimes nonresponsive.

9. Jeannie Morvay-Clayton inquired about Transit's progress on the informational mailing. They are currently working on mailers to inform the public of the current transit offerings and plan to have those go out before the end of the calendar year. A suggestion was made that the Unmet Needs have a webpage link where the public could fill out an Unmet Need online all year round instead of just once a year during our annual Unmet Needs Hearing. Jeannie to research this.

10. Meeting was adjourned at 11:02 AM. Next meeting will be April 2023 date/time TBD.

DRAFT

Attachment: SSTAC Meeting Minutes 10-26-22 (13874 : Receive Minutes of the Committees)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Recognize and Appoint Members to the Mariposa County Safety Committee

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RECOMMENDATION AND JUSTIFICATION:
Accept Resignation and Recognize Michael Cornwell and Debra Wass for their Service on the Mariposa County Safety Committee; and Appoint Chris Ferbrache as a Management Representative and Julie Brown as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Terms Ending September 28, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the establishment of a "Safety Commission and Advisory Committee" on April 23, 1991 in order to comply with California Labor Code Section 6401.7, which is still the prevailing law. On July 7, 2015, the Board amended the Commission and renamed it to "Mariposa County Safety Committee" and subsequently approved Bylaws on August 15, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may appoint different members to the Safety Committee.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-177

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

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

RECOMMENDATION AND JUSTIFICATION:
Approve Amended 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 amended 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 (HCD). ATCAA is a recognized Administrative Entity for ESG, and as a member county, Mariposa participates in the current subcontractor agreement. Through an allocation from HCD, The Health and Human Services Agency (HHSA) will receive an additional $77,500 that will be used towards Rapid-Rehousing and result in a new agreement amount not to exceed $377,500.

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.

Board of Supervisors approved agreement with ATCAA for Emergency Solutions Grant (ESG) through Resolution No. 2021-204 on April 20, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amended Agreement is not approved, Mariposa County will not be able to participate in this program that would provide $377,500 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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (PDF)
ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated-finalv2 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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:

Attachment: ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

Resolution - Action Requested 2021-204

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

Attachment: ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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

4-20-21
Date Signed

Rene' LaRoche

Attest: Rene LaRoche,
Clerk of the Board

Date Signed

Steven W. Dahlem

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

4-20-21
Date Signed

Attachment: ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

AMADOR TUOLUMME COMMUNITY ACTION AGENCY

Joseph Bors — 3/30/2021

By (Authorized Signature) — Date Signed

Joseph Bors, Executive Director

Printed Name and Title of Person Signing

10590 Hwy 88, Jackson, CA. 95642

Address

Attachment: ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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 - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

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

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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:**

Attachment: ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2023-177 : Approve Amended Subcontractor

Amador Tuolumne Community Action Agency
AMENDED 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 12-31-2023

The maximum amount of this Agreement is: $377,500.00

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 2
Exhibit B:	Budget Detail and Payment Provisions	Page 4
Exhibit C:	Scope of Work Detail	Page 8
Exhibit D:	ESG Program Terms and Conditions	Page 10
Exhibit E:	Special Conditions	Page 22
Exhibit F:	Subcontractors Request for Funding Template	Page 25

TOTAL NUMBER OF PAGES ATTACHED: 25 Pages

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

Miles Menetrey, Chair — Date Signed
Board of Supervisors

Attest: Daneille Bondshu, — Date Signed
Clerk of the Board

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

AMADOR TUOLUMME COMMUNITY ACTION AGENCY

By (Authorized Signature) — Date Signed

Joseph Bors, Executive Director
Printed Name and Title of Person Signing
Address: 10590 Hwy 88, Jackson, CA. 95642

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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: $377,500.00

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

4. Terms of Agreement and Deadlines

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: 12-31-23

C. Program funds shall be expended by: 9-30-23

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

E. Reimbursements will be made up until 12-31-23.

F. ALL Rapid Re Housing, Emergency Shelter, Street Outreach funding must be expended by 9-30-23

G. HMIS, and administrative costs must be spent by 10-31-23

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_____

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		$177,500.00
Total Grant Award Amount:		**$377,500.00**

Total Grant Award Amount:	**$377,500.00**
Direct Program Costs	**$339,750.00**
Indirect Costs (not to exceed 10%)	**$37,750.00**

(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

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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,

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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.

B. 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.

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

6. <u>Indirect Costs</u>

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. <u>The following additional limitations or requirements shall apply:</u>

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

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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_____

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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; CA-526 Home safe ESG CV packets must be used for all Rental Assistance and Emergency shelter delivery.

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;

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_____

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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;

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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, 2023. 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 7/30/2024. All information and data entries on all programs in HMIS 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)

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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 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. <u>Core Practices</u>

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

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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, 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.

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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.

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

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200. Subcontractor, when procuring goods with ESG funds, must provide ATCAA with evidence of compliance with these requirements, as applicable.

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.

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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 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

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acceptable to the EEOC. It also brings federal, state and local governments under the Civic Rights Act of 1964.

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

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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, 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.

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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.

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 as an additional insured. Prior to draw down of funds, Subcontractor shall provide a valid certificate of insurance to ATCAA for review and approval.

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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.
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).

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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;
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

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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).

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.

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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

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_____

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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.
3. All clients served with ESG CV Rental Assistance, Street Outreach and Emergency Shelter funding must use appropriate ESG CV documentation as Stated in CA-526 Written Standards and ESG CV/ESG packets available online (centralsierracoc.org)

Subcontractor's Initials_____

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

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:**

Attachment: ESG CV R1-2 Mariposa Subcontract w additional Rapid ReHousing reformated- finalv2 (RES-2023-177 : Approve Amended

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-178

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Tulare County Friday Night Live (FNL) Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Tulare County Superintendent of Schools (Tulare County) to carry out substance abuse prevention activities in an amount not to exceed $19,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Health and Human Services Agency (HHSA) will collaborate with Tulare County to implement a variety of substance abuse prevention programs throughout County of Mariposa. Specific responsibilities for HHSA include:

-Implement Friday Night Live (FNL) programs

-Demonstrate efforts to become a Member in Good Standing (MIGS)

-Utilize the Primary Prevention SUD Data System to report all FNL programs

-Establish an FNL chapter that specifically supports the engagement of special populations with supplemental funds

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Tulare County Superintendent of Schools for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non approval of the agreement increases the difficulty in County of Mariposa obtaining the required resources to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

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

ATTACHMENTS:
Tulare Co. FNL Agreement 2023 - Wcsignature (PDF)

REF ID# 13888

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

For TCOE Office Use	
Vendor #	
Req. #	
PO #	
Contract #	230337

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **County of Mariposa**, referred to as **CONTRACTOR**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as July 1, of 2022 and shall expire on June 30, 2023

2. **SERVICES:** CONTRACTOR shall provide services as set forth: (See attach Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES**: SUPERINTENDENT shall pay CONTRACTOR the sum of $19,000. Payments will be made when evidence is provided that all deliverables have been complete.

4. **METHOD OF PAYMENT:**

   A CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than July 15, 2023 by one of the three following methods:

   MAIL: Tulare County Office of Education
   California Friday Night Live Partnership
   Attn: Azulie Wilson
   6200 South Mooney Blvd., PO Box 5091
   Visalia, California 93278-5091

   EMAIL: azulie.wilson@tcoe.org

   FAX: 559-737-4231

5. **INDEMNIFICATION: SUPERINTENDENT** and **Contractor** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **Contractor** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

Attachment: Tulare Co. FNL Agreement 2023 - Wcsignature (RES-2023-178 : Tulare County Friday Night Live (FNL) Contract)

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CONTRACTOR
Rosemarie Smallcombe
Board of Supervisors, Chair
5362 Lemee Lane
Mariposa, CA 95338

By: _____

Date: _____

SUPERINTENDENT
Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: _____

Date: 8/12/22

TCOE Program Information

Contact Person and Phone No.: Lynne Goodwin
Division: CFNLP
Program Title:
Budget Number: 010-58103-3-490000-400000-51000-00-9620

Please return two original copies to: Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

Attachment: Tulare Co. FNL Agreement 2023 - Wcsignature (RES-2023-178 : Tulare County Friday Night Live (FNL) Contract)

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s): Friday Night Live (FNL) , Club Live (CL), Friday Night Live Kids (FNLK), and/or Friday Night Live Mentoring (FNLM) by supporting existing chapters and developing new chapters.
- Demonstrate efforts to become a Member in Good Standing (MIGS).
- Utilize the Primary Prevention SUD Data System (PPSDS), to report all FNL, CL, FNLK, FNLM.
- Establish an FNL chapter that specifically supports the engagement of special populations (i.e., tribal, system involved [foster youth, justice, etc.], LGBTQIA+, and/or youth experiencing homelessness) with the supplemental funds ($10,000).

2. RESPONSIBILITIES OF SUPERINTENDENT:

Attachment: Tulare Co. FNL Agreement 2023 - Wcsignature (RES-2023-178 : Tulare County Friday Night Live (FNL) Contract)

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided are estimated to be $19,000.00, including travel or other expenses.

Payment will be made at the conclusion of the project year.

Attachment: Tulare Co. FNL Agreement 2023 - Wcsignature (RES-2023-178 : Tulare County Friday Night Live (FNL) Contract)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-179

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Amended Agreements with Area 12 Agency on Aging & Budget Actions FY 2022-23

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Agreements with Area 12 Agency on Aging; and Authorize the Board of Supervisors Chair to Sign the Amendments; Approve Budget Action Decreasing Revenue and Appropriations in the Title III-C 1 Congregate Meals Program ($32,615); and Increasing Revenue and Appropriations in the Transit Funding Title III-B Transportation ($32,600), to Correspond with the Amendments.

A funding request change has been submitted to and approved by Area 12 Agency on Aging due to the inability to meet the required performance range for the current contracted Title III-C 1 Congregate meals programming. While our numbers have been growing since the reopening of the Senior Activity Center, the programming numbers are not within the +/- 5% range as necessary by the end of the second (2nd) quarter. We have proposed to move those unused units of service (UOS) funding amounts into the Title III-B Transportation program, as we have seen significant need to increase those program service units, as they will meet the current agreement by the end of the third quarter.

The approved amended agreements and budget actions will keep the funding with Mariposa County instead of those unused funds returning to the State at the close-out of the fiscal year. These changes would bring the “Not to Exceed” contracted amounts to $74,357.00 in the Title III-C 1 Congregate Meals program funding, and $130,100.00 in the Transit’s III-B Transportation line-item funding. All requested changes correspond with the amended agreements as proposed. The Mariposa County Health & Human Services, Adult & Aging Services Branch, in collaboration with A12AA, have been providing programs to senior citizens 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.

The Board of Supervisors approved the current agreement with Area 12 on July 12, 2022, through Resolution No. 2022-409.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the amendments or budget actions. The unused service units within the Senior Nutrition program would go back to the State and the Transit's Title III-B program would meet its current agreement amount well before the end of the fiscal year.

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

ATTACHMENTS:
Amendment - FY 2022 and 2023 Area 12 Agreement (PDF)
MT 13838 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, 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

Aging & Disability Resource Connection (ADRC)
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

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ 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, 2022, for the term of July 1, 2022 through June 30, 2023, 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, February 2, 2023, 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 $130,100.00* for a maximum number of 5,204 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: 2-7-23
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair, Board of Supervisors - Mariposa County

**This total includes dollars from Area Plan baseline and American Rescue Plan Act (ARPA) funding.*

19074 Standard Road, Suite A, Sonora, California 95370-7542
www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

Attachment: Amendment - FY 2022 and 2023 Area 12 Agreement (RES-2023-179 : 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

Aging & Disability Resource Connection (ADRC)
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

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ 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, 2022, for the term of July 1, 2022 through June 30, 2023, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for C-1 Congregate Nutrition services, is hereby amended, February 2, 2023, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for C-1, Congregate Nutrition services, shall not exceed the maximum amount of funding of $74,357.00* for a maximum number of 8,350 meals.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES 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: 2-7-23
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair, Board of Supervisors – Mariposa County

**This total includes dollars from Area Plan baseline, NSIP, and American Rescue Plan Act (ARPA) funding.*

19074 Standard Road, Suite A, Sonora, California 95370-7542
www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

Attachment: Amendment - FY 2022 and 2023 Area 12 Agreement (RES-2023-179 : Approval of Amended Agreements with Area 12 Agency on

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	45043	Area 12 C-1 Revenue			(32,615)
3341	519	60524	Raw Food			32,615
6606	505	45502	Title IIIB Revenue		(32,600)	
6606	505	60441	Fuel Expense		16,300	
6606	505	60621	County Vehicle Expense		16,300	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 2/21/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: MT 13838 (RES-2023-179 : Approval of Amended Agreements with Area 12 Agency on Aging & Budget Actions FY 2022-23)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-180

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Amended Nutrition Infrastructure Grant Agreement with Area 12 Agency

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Amended Area 12 Agency on Aging (A12AA) Nutrition Infrastructure Grant Agreement for a New Amount Not to Exceed $120,362; and Approve Budget Action Increasing Revenue and Appropriations Recognizing Unanticipated Funds from the Grant to Correspond with the Amended Agreement Amount ($18,840).

In accordance with the terms of the grant, funding shall be used to prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. With the previously awarded amount of $101,522, Health and Human Services Agency (HHSA) established a cost expenditure plan to purchase several pieces of commercial grade equipment and a specialized delivery vehicle in support of the expansion of meal services to the identified desert areas within Mariposa County. For the purpose of this resolution, the additional funding shall be used towards the increase in equipment & vehicle costs due to inflation of the previous quotes submitted to A12AA for approval in March 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 6, 2022, the Board approved the Area 12 Agency on Aging Nutrition Infrastructure Grant Agreement and Budget Action items through Res. # 2022-674, supporting the expansion of meal services to reach the county's most vulnerable and geographically isolated seniors in the communities of Coulterville, Greeley Hill, Mariposa, and Midpines.

The Board has historically approved previous amended agreements with Area 12 Agency on Aging for additional units of service or the purchase of equipment with one-time only funding available through A12AA from the California Department of Aging.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Health & Human Services Agency's Senior Nutrition program would not be able to expand the nutrition program as previously identified within the County.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:
First Amendment - Nutrition Infrastructure Grant Agreement (PDF)
MT 13851 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, 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

Aging & Disability Resource Connection (ADRC)
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

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

February 10, 2023

Mariposa County HHS
Adult & Aging Services
ATTN: Lydia Arre
P. O. Box 99
Mariposa, CA 95338

Hello Lydia:

Enclosed with this letter you will find the Amended Agreement between Area 12 Agency on Aging and Mariposa County Health & Human Services, Adult & Aging Services for FY 2022-2023 for the following services:

Nutrition Infrastructure Grant Contract

Please sign both copies of the Agreement. Return one copy of the Agreement to Area 12 Agency on Aging by March 16, 2023, and retain the other copy for your files.

If you have any questions, contact me at 209-532-6272 or kristin@area12.org.

Sincerely,

Kristin Millhoff

Kristin Millhoff
Executive Director

Enclosures

C: Deputy Director Terri Peresan

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www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

Attachment: First Amendment - Nutrition Infrastructure Grant Agreement (RES-2023-180 : Approval of Amended Nutrition Infrastructure Grant

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability Resource Connection (ADRC)
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

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ 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, 2022 through June 30, 2023, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition Infrastructure Grant services, is hereby amended, February 10, 2023, retroactive to October 1, 2022, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition services, shall not exceed the maximum amount of funding of $120,362.00* for approved equipment purchases.

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: 2-10-23
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair - Board of Supervisors, Mariposa County

**Nutrition Infrastructure Grant Funding for approved equipment purchases.*

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Attachment: First Amendment - Nutrition Infrastructure Grant Agreement (RES-2023-180 : Approval of Amended Nutrition Infrastructure Grant

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability Resource Connection (ADRC)
Chore
Family Caregiver Support Program
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Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

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1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition services, shall not exceed the maximum amount of funding of $120,362.00* for approved equipment purchases.

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: 2-10-23
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair - Board of Supervisors, Mariposa County

**Nutrition Infrastructure Grant Funding for approved equipment purchases.*

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www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

Attachment: First Amendment - Nutrition Infrastructure Grant Agreement (RES-2023-180 : Approval of Amended Nutrition Infrastructure Grant

MT #13851

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	45043	Area 12 Grant C-1 Revenue	CON	(3,843)	
3341	519	45047	Area 12 Grant C-2 Revenue	CTW	(14,997)	
3341	519	70211	Other Equipment	CON	3,843	
3341	519	70211	Other Equipment	CTW	1,809	
3341	519	70411	Staff Vehicles	CTW	13,188	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 3-8-23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: MT 13851 (RES-2023-180 : Approval of Amended Nutrition Infrastructure Grant Agreement with Area 12 Agency)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: In-Home Supportive Services Advisory Committee Resignation

---

`RECOMMENDATION AND JUSTIFICATION:

Accept the Resignation of Laura Conger from the Mariposa County In-Home Supportive Services Advisory Committee, Effective Immediately.

Ms. Conger has served on the In-Home Supportive Services Advisory Committee since her January 2022 appointment. On March 2, 2023 Ms. Conger provided notice of resignation from the Mariposa County In-Home Supportive Services Advisory Committee via electronic mail. Upon acceptance of Ms. Conger's resignation, a Letter of Appreciation will be sent recognizing her service on this important committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously accepted the resignations of past committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Lack of acknowledgment to this resignation will create a missed opportunity to properly recognize a member of our community for their time and efforts.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-181

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Encroachment Fee Waiver for the Annual Farmer's Market

---

RECOMMENDATION AND JUSTIFICATION:
Authorize Public Works to Waive the Encroachment Permit Fee of $188 for the Annual Farmers Market.

The Farmers Market begins May 3, 2023 through October 25, 2023, from 4:30 pm to 6:30 pm every Wednesday in the parking lot of 5029 Stroming Road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has waived Encroachment Fees for this event in the past. The local farmers market is beneficial to the residents of Mariposa to have fresh quality food to purchase from our local growers as well as a place for our non-profits, health department and other organizations to share knowledge with our community to promote healthy eating and lifestyle activities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the farmers market will not take place.

ATTACHMENTS:
Encroachment Permit (PDF)
Letter to BOS (PDF)
Application (PDF)
Map of market (PDF)
Insurance (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13936

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 3/6/23 Building Permit #: _____

APPLICANT: Lauren Glikin c/o Mariposa Farmers Market

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) 5029 Stroming Road, Mariposa AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT May 3 - Oct 25th
   ☐ OTHER (EXPLAIN BELOW)

The Mariposa Certified Farmers Market will be operating in the parking lot @ 5029 Stroming Road from 4:30-6:30 pm on Wednesdays from May 3 - Oct 25th.

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

The parking lot can be found at the bottom of 6th street where 6th street intersects with Stroming Road.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: 013-130-025

5. ADDRESS OF PARCEL: 5029 Stroming Road (Womack Parking Lot) Mariposa CA 95338

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

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: _____

OWNERS NAME: _____

PRINTED NAME OF APPLICANT: Lauren Glikin

SIGNATURE OF APPLICANT: [signature]

MAILING ADDRESS: 4944 Owens Creek Rd.
Coarsegold, CA 93614

Attachment: Encroachment Permit (RES-2023-181 : Approve Encroachment Fee Waiver for the Annual Farmer's Market)

To: Mariposa County Board of Supervisors

March 6, 2023

Dear Board,

On behalf of the Mariposa Certified Farmers' Market, I am requesting that you please waive the fee for the use of the parking lot at 5029 Stroming Road in Mariposa for the use of our farmers' market.

We feel that having a local farmers market is beneficial to our family, friends and guests visiting the area. It also is a great source of support for our local economy as most vendors are either from Mariposa, Merced or Madera counties. To have fresh, local, quality food to purchase is a huge plus for our community and so many customers look forward to the return of the market every year. The market is also a great place for our local non-profits, health department and other organizations to share their knowledge with our community.

Thank you very much for your consideration,

Lauren Glikin
Mariposa Certified Farmers Market Manager
mariposafarmersmarket@gmail.com

Attachment: Letter to BOS (RES-2023-181 : Approve Encroachment Fee Waiver for the Annual Farmer's Market)

cdfa CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
CERTIFIED FARMERS' MARKET INSPECTION PROGRAM
51-047 (Rev 1/15)

DISTRIBUTION:
Original - Ag. Commissioner
Copy - CDFA
Copy - Applicant

APPLICATION/CERTIFICATE FOR CERTIFIED FARMERS' MARKET

TYPE OR PRINT

OPERATOR IS (CHECK ONE)

○ Certified Producer(s) ○ Local Government Agency ◉ Nonprofit Organization

NAME OF OPERATOR Alliance for Community Transformations	BUSINESS PHONE (209) 742-6592
MAILING ADDRESS PO Box 2075	CELL PHONE (201) 602-5879
CITY Mariposa ZIP 95338	FAX NUMBER N/A
PHYSICAL ADDRESS 5174 CA HWY 140	WEBSITE https://alliance4community.org/
CITY Mariposa ZIP 95338	EMAIL ADDRESS mariposafarmersmarket@gmail.com

MARKET NAME Mariposa Certified Farmers Market	BUSINESS PHONE (209) 742-6592
MAILING ADDRESS 4494 Owens Creek Road	CELL PHONE (201) 602-5879
CITY Catheys Valley ZIP 95306	FAX NUMBER N/A
MARKET MANAGER NAME Lauren Schottenfeld-Glikin	EMAIL ADDRESS mariposafarmersmarket@gmail.com

OPERATIONAL INFORMATION Note: Operational location, days and hours are only valid as approved on this certificate

MARKET LOCATION (Include City and Cross Streets) 5029 Stroming Road			
	CITY Mariposa	ZIP 95338	COUNTY Mariposa
MONTHS May 1, 2023	TO October 31, 2023	DAYS Wednesday	
HOURS 4:30pm	TO 6:30pm	EST. # OF VENDORS PER MARKET DAY 20	

As the applicant, I hereby certify that the information provided on this application is true and that the Certified Farmers' Market will be operated in compliance with the Direct Marketing regulations as provided in Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5 of the California Code of Regulations.

PRINTED NAME Lauren Schottenfeld-Glikin CHECK ONE: ○ APPLICANT ◉ APPLICANT REPRESENTATIVE

SIGNATURE [signature] DATE 3/6/23

FOR OFFICIAL USE ONLY

☑ Approved ☐ Disapproved Issue Date: 03/06/2023 Exp. Date 03/06/2024

Certificate Number 22-23-0001

Approving Officer's Signature	Title	Date
[signature]	Agriculture Commissioner	03/06/2023

If not approved, state reasons: _____

Map of Certified Farmers' Market location must accompany application. The map shall clearly delineate the boundaries of the agricultural and non-agricultural products areas.

Attachment: Application (RES-2023-181 : Approve Encroachment Fee Waiver for the Annual Farmer's Market)

Mariposa Certified Farmers Market

May ~~2022~~ 2023 through October ~~2022~~ 2023



Attachment: Map of market (RES-2023-181 : Approve Encroachment Fee Waiver for the Annual Farmer's Market)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2023

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

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

PRODUCER	CONTACT NAME: Certificate Department
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Companies	23850
INSURER B: Service American Indemnity Company	39152
INSURER C: Lloyds Of London	15792
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Alliance for Community Transformations
PO Box 2075
Mariposa CA 95338

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PHPK2436113	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS	Y		PHPK2436113	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y		PHUB822936	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SATIS0338702	07/17/2022	07/17/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	D&O Liability	Y		PHSD1712825	07/01/2022	07/01/2023	Limit: $1,000,000	
A	Employment Practices			PHSD1712825	07/01/2022	07/01/2023	Limit: $1,000,000	

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

RE: Farmers Marketing
5029 Stroming Rd
Mariposa, CA 95338
May 3, 2023 - October 25, 2023
From 3:00 PM- 7:00 PM

CERTIFICATE HOLDER

County of Mariposa, Department of Public Works
4639 Ben Hur Rd
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Dowd

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Attachment: Insurance (RES-2023-181 : Approve Encroachment Fee Waiver for the Annual Farmer's Market)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-182

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve the Allocation of an Additional Permanent Sr Engineer Position in PW Engineering Budget

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Allocation of One Permanent Full-Time Senior Engineer Position in the Public Works Engineering Budget Effective April 4, 2023; and Un-Allocate One Associate Engineer and One Engineering Technician II.

The County has several complex engineering projects underway. To keep up with the work that needs to be done, add higher-level engineering skills, and stay competitive with engineering wages in other counties, staff is requesting to add an additional senior engineer in public works.

To pay for the position, staff recommends removing one vacant associate engineer position and one vacant engineering technician II position. The associate engineer position has been vacant with an open recruitment for more than 18 months with very few applications received. The engineering technician II position does not provide the skills that are currently needed and has likewise been vacant for an extended period.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is common practice for departments to shift their position requests during a fiscal year in response to unanticipated workload requirements, reorganization of work or positions, over- or under-filling positions, or unsuccessful recruitments. In the case of Public Works, there has become a need for an additional senior project manager.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not approving there is a likelihood the already over burdened County Engineer will get behind on any of the many projects - both current and upcoming.

FINANCIAL IMPACT:
None

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-183

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Increasing Revenue and Expense in Fund 5538 ($883,390)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Increasing Revenue and Appropriations Recognizing Unanticipated Funds from the Energy Conservation Assistance Act (ECAA) Loan to Cover the Balance of the Agreement ($883,390).

The Solar Project is nearing completion, and these funds will cover the remaining project amount. The project is within budget and is expected to be completed by the end of April.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors discussed this item on February 11, 2020, and directed staff to move forward with SiteLogIQ on designing the best project for Mariposa County. A pilot project was presented to the Board on October 27, 2020 and staff was again directed to continue moving forward.

On November 24, 2020, Resolution 2020-690 the Board approved a Resolution to secure financing for a solar project for various buildings and areas owned by the County.

On June 8, 2021, Resolution 2021-332 the Board approved a Facility Solutions Master Agreement and a Solar Operations and Maintenance Agreement with SitelogicIQ, Inc.

On June 22 , 2021, Resolution 2021-376 the Board approved a Loan Agreement with SiteLogIQ.

On June 7, 2022, Resolution 2020-330 the Board approved to move funds into the appropriate category (out of Professional Services to Fixed Asset Account)

On September 13, 2022, Resolution 2022-519 the Board approved to submit documents and loan application to the ECAA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would require an alternate funding source for paying SitelogicIQ invoices. Such an alternative funding source could be through using ARPA funds.

FINANCIAL IMPACT:
This budget is funded, in part, by an ECAA loan

ATTACHMENTS:
Budget Action - FY22-23 Fund 5538 Fund for Project Completion (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5538	350	48231	Debt Proceeds		($883,390)	
5538	350	70321	Utility Infrastructure		$883,390	
TRANSFER BETWEEN FUNDS						
				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 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: Fund Solar Project contract balance through ECAA loan

DEPT HEAD SIGNATURE _____ DATE: 3/20/23

APPROVED BY RES NO. _____ CLERK _____ DATE _____

5538 Solar Project

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 5538 Fund for Project Completion (RES-2023-183 : Approve Budget Action Increasing Revenue and

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-184

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Keefe Commissary Network, LLC Agreement Amendment

RECOMMENDATION AND JUSTIFICATION:
Approve an Amended Three Year Agreement with Keefe Commissary Network to Provide Commissary Services at the Mariposa Adult Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Keefe supplies food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States.

The Parties wish to enter into an amended Commissary Services Agreement to facilitate the following services: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; (collectively, "Commissary Services").

Mariposa County Adult Detention Facility will receive a commission of 30% of the adjusted gross sales of commissary items.

The agreement entered into by the County and Keefe Commissary on June 28, 2022 mistakenly stated the effective date of the agreement as May 1, 2021, rather than May 1, 2022. This amended agreement corrects the date error.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This item is being amended to correct the dates of the contract. The Board of Supervisors typically supports the Sheriff's Office direction specific to identifying successful providers of services to Jail functions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County could elect to not renew the contract with the current vendor reducing the level of service being provided for the inmates.

FINANCIAL IMPACT:
No negative finanicial impact; Agreement generates revenue for Inmate Welfare Fund 361, which by statute is controlled by the Sheriff.

ATTACHMENTS:

Commissary Agreement Mariposa Original (PDF)
Keefe Commissary Amended Agreement 22-25 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

KEEFE COMMISSARY NETWORK, LLC
COMMISSARY SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC ("Keefe"), and the County of Mariposa for the benefit of the Mariposa County Sheriff's Office located at 5379 Highway 49 North, Mariposa, CA 95338, ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the following services which are detailed herein: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the Keefe computer equipment ("Computer Equipment") and Keefe proprietary software ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software necessary to provide the Commissary Services. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

3. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS).

4. **COMMISSION**. Customer will be paid a commission for the services to be provided under this Agreement equal to **30 %** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in Exhibit A of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission paid to Customer to reflect said increases. If other material conditions change due to causes beyond Keefe's control including, but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Keefe's control, it is agreed that the parties shall adjust the commission paid to Customer to reflect the impact of the material change in circumstances.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit B, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit B. Except as provided for herein, no fees for this service will be borne by Customer.

7. **TERM & TERMINATION.** This Agreement shall become effective as of the __1st_ day of May 2021, and shall continue in effect for a period of three(3) years (the "Base Term"). The Agreement will automatically renew for two successive one-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. If either party shall materially breach any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such material breach shall give the other party a written notice of such breach. If within thirty (30) days from such notice the material breach has not been cured, or the

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

material breach is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

Keefe shall have the right to terminate this Agreement upon any change to or enactment of any federal, state or local law, rule, regulation, or regulatory guidance, or published change in the interpretation thereof by any federal, state, or local regulatory agency or other governmental agency having jurisdiction over this Agreement, which would have a material adverse effect upon: (i) the subject matter hereof; (ii) Keefe's ability to perform its obligations hereunder; or (iii) Keefe's expected risks or benefits under this Agreement; provided that the parties, after good faith discussions, cannot find a mutually agreeable solution after the parties have negotiated in good faith for a period not exceeding thirty (30) days, which negotiation period the parties can mutually agree to extend.

8. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

9. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.

10. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Missouri, County of St. Louis, or if it has or can acquire jurisdiction, the United States District Court for the Eastern District of Missouri, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Missouri, without regard to any conflicts of law.

11. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

12. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

13. **INDEMNIFICATION.** Keefe shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Keefe's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. Customer shall indemnify Keefe against any claim, action, suit, demand, damage, liability, loss or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Customer's negligent, intentional or willful acts or omissions, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Keefe. Each party agrees to provide the other party with reasonable and timely notice of any claim, action, suit, demand, damage, liability, loss or judgment made or brought against the other party arising out of or relating to the Agreement and for which the notifying party is seeking indemnification hereunder. The indemnifying party shall have the right to defend any such claim at its sole cost and expense. Each party will promptly advise the other party of any proposed agreement to compromise or settle any claims and the other party will have ten (10) days to respond to such proposal. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

15. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

16. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

17. **CONFIDENTIALITY.** "Confidential Information" includes any non-public, confidential or proprietary information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, but not limited to, information relating to the Disclosing Party's business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

18. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

19. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

20. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

21. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

22. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

County of Mariposa

By:
Name: Rosemarie Smallcombe
Title: Board Chair
Date:
Address for Notice:
5099 Old Hwy North
PO Box 276
Mariposa, CA 95338

Keefe Commissary Network, LLC

By:
Name: John Puricelli
Title: Executive Vice President
Date:
Address for Notice:
10880 Lin Page Place, St. Louis, MO 63132

With a copy to:
General Counsel, TKC Holdings, Inc.
1260 Andes Blvd., St. Louis MO 63132

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

Exhibit A
Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

Exhibit B
Payment Services

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.

2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.

3. **Responsibilities of Keefe.**
   a. Keefe will receive payments from the public, directed to recipients by way of the Services.
   b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
   c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
   d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
   e. Keefe will provide sufficient promotional material to be posted by Customer.
   f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
   g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

4. **Responsibilities of Customer**.
   a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
   b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.

c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit B and/or its negligence in the performance of its duties hereunder.
f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.

6. Exclusivity. Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.

7. Termination. The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit B within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.

8. Refunds/Chargebacks.

a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.

9. **Damages Cap; No Other Warranty.** OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT B, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT B, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

Attachment: Commissary Agreement Mariposa Original (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

FIRST AMENDMENT TO AGREEMENT FOR COMMISSARY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COMMISSARY 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 Keefe, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 28th, 2022, wherein Contractor agreed to provide commissary services; and

WHEREAS, the agreement mistakenly stated the contract term effective date was May 1, 2021 instead of May 1, 2022; and

WHEREAS, the County and Contractor desire to amend said agreement to correct the effective date to May 1, 2022;

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

1. Paragraph 7, "TERM & TERMINATION," is hereby amended to correct the effective date of the Agreement to May 1, 2022 and shall continue in effect for a period of three years (the "Base Term").

Except as herein amended, the Agreement dated June 28th, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	John Puricelli, Executive Vice President
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Last Revised: 1/17/2023

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

KEEFE COMMISSARY NETWORK, LLC
COMMISSARY SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC ("Keefe"), and the County of Mariposa for the benefit of the Mariposa County Sheriff's Office located at 5379 Highway 49 North, Mariposa, CA 95338, ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the following services which are detailed herein: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the Keefe computer equipment ("Computer Equipment") and Keefe proprietary software ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software necessary to provide the Commissary Services. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

3. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS).

4. **COMMISSION**. Customer will be paid a commission for the services to be provided under this Agreement equal to **30 %** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in Exhibit A of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission paid to Customer to reflect said increases. If other material conditions change due to causes beyond Keefe's control including, but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Keefe's control, it is agreed that the parties shall adjust the commission paid to Customer to reflect the impact of the material change in circumstances.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit B, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit B. Except as provided for herein, no fees for this service will be borne by Customer.

7. **TERM & TERMINATION.** This Agreement shall become effective as of the __1st_ day of May 2022, and shall continue in effect for a period of three(3) years (the "Base Term"). The Agreement will automatically renew for two successive one-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. If either party shall materially breach any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such material breach shall give the other party a written notice of such breach. If within thirty (30) days from such notice the material breach has not been cured, or the

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

material breach is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

Keefe shall have the right to terminate this Agreement upon any change to or enactment of any federal, state or local law, rule, regulation, or regulatory guidance, or published change in the interpretation thereof by any federal, state, or local regulatory agency or other governmental agency having jurisdiction over this Agreement, which would have a material adverse effect upon: (i) the subject matter hereof; (ii) Keefe's ability to perform its obligations hereunder; or (iii) Keefe's expected risks or benefits under this Agreement; provided that the parties, after good faith discussions, cannot find a mutually agreeable solution after the parties have negotiated in good faith for a period not exceeding thirty (30) days, which negotiation period the parties can mutually agree to extend.

8. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

9. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.

10. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Missouri, County of St. Louis, or if it has or can acquire jurisdiction, the United States District Court for the Eastern District of Missouri, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Missouri, without regard to any conflicts of law.

11. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

12. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

13. **INDEMNIFICATION.** Keefe shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Keefe's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. Customer shall indemnify Keefe against any claim, action, suit, demand, damage, liability, loss or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Customer's negligent, intentional or willful acts or omissions, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Keefe. Each party agrees to provide the other party with reasonable and timely notice of any claim, action, suit, demand, damage, liability, loss or judgment made or brought against the other party arising out of or relating to the Agreement and for which the notifying party is seeking indemnification hereunder. The indemnifying party shall have the right to defend any such claim at its sole cost and expense. Each party will promptly advise the other party of any proposed agreement to compromise or settle any claims and the other party will have ten (10) days to respond to such proposal. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

15. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

16. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

17. **CONFIDENTIALITY.** "Confidential Information" includes any non-public, confidential or proprietary information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, but not limited to, information relating to the Disclosing Party's business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

18. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

19. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

20. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

21. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

22. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

County of Mariposa

By:
Name: Miles Menetrey
Title: Board Chair
Date:
Address for Notice:
5099 Old Hwy North
PO Box 276
Mariposa, CA 95338

Keefe Commissary Network, LLC

By:
Name: John Puricelli
Title: Executive Vice President
Date:
Address for Notice:
10880 Lin Page Place, St. Louis, MO 63132

With a copy to:
General Counsel, TKC Holdings, Inc.
1260 Andes Blvd., St. Louis MO 63132

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

Exhibit A
Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

Exhibit B
Payment Services

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.

2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.

3. **Responsibilities of Keefe.**
   a. Keefe will receive payments from the public, directed to recipients by way of the Services.
   b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
   c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
   d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
   e. Keefe will provide sufficient promotional material to be posted by Customer.
   f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
   g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

4. **Responsibilities of Customer**.
   a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
   b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.

c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit B and/or its negligence in the performance of its duties hereunder.
f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.

6. Exclusivity. Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.

7. Termination. The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit B within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.

8. Refunds/Chargebacks.

a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.

9. **Damages Cap; No Other Warranty.** OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT B, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT B, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

Attachment: Keefe Commissary Amended Agreement 22-25 (RES-2023-184 : Keefe Commissary Network, LLC Agreement Amendment)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Appoint Members to the Social Service Transportation Advisory Council

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RECOMMENDATION AND JUSTIFICATION:
Appoint Jordan Van Delden as the Social Service Transportation Provider to the Social Services Transportation Advisory Council (SSTAC) for a Three (3) Year Term Ending April 4, 2026; and Reappoint Kelly Taute to the SSTAC for a Three Year Term Ending April 4, 2026.

With this action there will be 4 vacancies remaining on this council.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

The SSTAC is a standing committee required by Section 99238 of the Public Utilities Code that annually participates in the identification of transit needs, including unmet transit needs in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Appointments and reappointments for SSTAC members have been brought before the Board updating the membership in the past. According to the Bylaws of the SSTAC, it is required that the Local Transportation Commission (LTC) approve the appointments of all council members. The council continues to actively pursue the recruitment of new memberships.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the appointments and reappointments of council members, could place the SSTAC in non-compliance with Section 99238 of the Public Utilities Code.

ATTACHMENTS:
Kelly Taute - Reappointment Confirmation Email 3-14-23 (PDF)
Jordan Van Delden - SSTAC Application (PDF)

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

Jeannie Morvay-Clayton

From: Kelly Taute
Sent: Monday, March 13, 2023 1:40 PM
To: Jeannie Morvay-Clayton
Subject: Re: SSTAC Membership

Yes, please! That would be great!

Kelly Taute
Administrative Analyst
Administration Division, Transportation
Mariposa County Health & Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
phone: 209.742.0958/ 209.966.2000 x958
fax: 209.966.8251

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as the recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains.

From: Jeannie Morvay-Clayton <jclayton@mariposacounty.org>
Sent: Monday, March 13, 2023 1:39 PM
To: Kelly Taute <ktaute@mariposacounty.org>
Subject: SSTAC Membership

Kelly,

Your appointment on the SSTAC expires 4/27/23, would you like to renew for a 3 year term?

-Jeannie

Jeannie Morvay-Clayton
Mariposa County Public Works
Transportation Planning Division

Attachment: Kelly Taute - Reappointment Confirmation Email 3-14-23 (LTC-2023-8 : Appoint Members to the Social Service Transportation

4639 Ben Hur Rd.
Mariposa, CA 95338
jclayton@mariposacounty.org
209-966-5356 x1156

Attachment: Kelly Taute - Reappointment Confirmation Email 3-14-23 (LTC-2023-8 : Appoint Members to the Social Service Transportation

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
SSTAC : Social Services Transportation Provider

Supervisorial District in which you Reside: District 4

Length of Residency in the County: 1 year, 8 months

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Jordan

Last Name:
Van Delden

Mailing Address:

Email Address:
jvandelden@mariposacounty.org

Are you Over 18 Years of Age:
YES

Employment Status: Currently Employed

Employer's Name:
Mariposa County Health and Human Services

Employer's Address:
5362 Lemee Ln

Day Telephone Number:
209-966-2000

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

I am currently employed as a Program Specialist in the Transportation Department at Human Services. I feel my insight into how transportation is currently going in the county will benefit the committee.

Please list prior/current appointments to other Boards/Commissions/Committees:

N/A

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Jordan Van Delden - SSTAC Application (LTC-2023-8 : Appoint Members to the Social Service Transportation Advisory Council)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

In my current position, I am helping to expand transportation services in the county. I also help with scheduling rides and training medical and transit drivers. I know many of the riders that use public transportation and what their needs are.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

I work for Mariposa County Health and Human Services, but this would not conflict with my position on the committee.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
NO	M-F 8:00-5:00	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 2/13/23 Signature: Jordan Van Delden

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Jordan Van Delden - SSTAC Application (LTC-2023-8 : Appoint Members to the Social Service Transportation Advisory Council)

MARIPOSA COUNTY

Cooperative Extension · (209)966-2417

RESOLUTION - ACTION REQUESTED 2023-185

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Fadzayi Mashiri, Farm Advisor

RE: Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for Retired Annuitant

---

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution to be Submitted to CalPERS that is Required to Bypass the 180 Day Waiting Period to Hire Debra Wass as a Retired Annuitant Extra Help Office Technician at the Hourly Rate of $29.59.

Pursuant to Government Code section 7522.56, CalPERS requires this Resolution to be adopted in order to bypass the 180 Day waiting period that a retiree must wait to work as a Retired Annuitant.

Government Code section 7522.56(f)(1) specifies that this action may not be placed on the consent calendar.

Debra Wass retired as the Office Technician on March 31, 2023. Ms. Wass has been working at Mariposa County UCCE office for the past 10 years. This item will allow Ms. Wass to work on an as needed basic enabling the UCCE office of Mariposa to continue to run smoothly without the normal delay required for retired annuitants.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The board has adopted similar resolutions in the recent past for hiring retired annuitants, including the former Planning Director and a Psychiatrist at the Health and Human Services Agency.

This Resolution is required in addition to this Extra Help Agreement for Debra Wass to continue working for the County without waiting the customary 180 days.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. The UCCE office will not have anyone with the knowledge or experience available to insure that the smooth operation of the programs continues.

REF ID# 13949

FINANCIAL IMPACT:
No fiscal impact. There is sufficient funding for this extra help position. There will be no impact to the County General Fund.

ATTACHMENTS:
BOS Resolution 180 (DOCX)
ECN PT SH 4-15-23 (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MARIPOSA

RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION
Gov. Code sections 7522.56 & 21224

Resolution Number -

Date of Resolution -

WHEREAS, in compliance with Government Code section 7522.56 of the Public Employees' Retirement Law, the Mariposa County Board of Supervisors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Debra Wass, CID# 2737957995, retired from Mariposa County, effective 4/1/2023; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is 10/1/2023 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Mariposa County Board of Supervisors, Mariposa County and Debra Wass certify that Debra Wass has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Mariposa County Board of Supervisors hereby appoints Debra Wass as an extra help retired annuitant to perform the duties of the Extra Help Office Technician for the County of Mariposa under Gov. Code section 21224 effective April 15, 2023; and

WHEREAS, the entire employment agreement, contract or appointment document between Debra Wass and the County of Mariposa has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable

Attachment: BOS Resolution 180 (RES-2023-185 : Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for Retired Annuitant)

duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $5128.413 and the hourly equivalent is $29.59, and the minimum base salary for this position is $4219.627 and the hourly equivalent is $24.35; and

WHEREAS, the hourly rate paid to Debra Wass will be $29.59; and

WHEREAS, Debra Wass has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Mariposa County Board of Supervisors hereby certifies the nature of the appointment of Debra Wass as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Extra Help Office Technician for the County of Mariposa by April 15, 2023, because of the need for an Office Technician for UCCE Programs and the County's inability to find someone with the appropriate qualifications to do so.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 4th day of April 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Miles Menetrey
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: BOS Resolution 180 (RES-2023-185 : Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for Retired Annuitant)

Attachment: ECN PT SH 4-15-23 (RES-2023-185 : Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for Retired Annuitant)

EXTRA-HELP EMPLOYMENT AGREEMENT

This **AGREEMENT** is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**," and **Debra S. Wass** herein referred to as "**EMPLOYEE**," for services to be provided to Mariposa County.

WITNESSETH:

WHEREAS, COUNTY is in need of services to be provided to the **UC Cooperative Extension** Department, and

WHEREAS, EMPLOYEE is qualified and desires to provide services to the **UC Cooperative Extension** Department;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the **PARTIES** hereto agree as follows:

1. **EMPLOYEE** agrees to provide the services described in Paragraph 2 below, and to perform the tasks as set out therein, to **COUNTY**, commencing **April 15, 2023** and terminating **June 30, 2023**. **EMPLOYEE** shall not be entitled to work in excess of 320 HOURS without prior Human Resources Director's approval, as necessary. Said services and/or tasks shall be conducted at the direction of the **Department Head, Fadzayi Mashiri** who shall be responsible for administering the terms of this **AGREEMENT**.

2. Services and/or tasks to be performed by **EMPLOYEE**: Scope of work as defined in Exhibit "A" attached hereto.

3. **EMPLOYEE** is an extra-help employee of the **COUNTY** and as such shall not receive insurance benefits, vacation leave, or most benefits which regular full-time **COUNTY** employees receive. **EMPLOYEE** does receive paid sick leave pursuant to the *Healthy Workplaces/Healthy Families Act of 2014* and the *Paid Sick Leave Policy for Mariposa County Extra-Help Employees*. **EMPLOYEE** understands and agrees the **EMPLOYEE** is not entitled to job rights of regular full-time **COUNTY** employees, including, but not limited to, grievance procedures.

4. **EMPLOYEE** shall receive workers' compensation benefits.

5. **COUNTY** agrees to pay **EMPLOYEE** an hourly rate of **Twenty nine dollars and 59/100 DOLLARS ($29.59)** per hour, for services described above. Payments will be made upon submission of an "HOURLY TIME SHEET," and shall be submitted to the Auditor as prescribed by the Auditor's monthly payment schedule.

6. Any notifications which need to be forwarded to a **PARTY** to this **AGREEMENT** shall be provided as follows:

   COUNTY: Human Resources
   P.O. Box 1917
   Mariposa, CA 95338

EMPLOYEE: **Debra S. Wass**
P.O.Box 221
Mariposa CA 95338

7. This **AGREEMENT** may be terminated immediately by **EITHER PARTY** hereto, with or without cause. In such circumstance, **EMPLOYEE** shall be reimbursed by **COUNTY** for the hours worked prior to termination in accordance with this **AGREEMENT**.

8. All material, literature, documentation, research, notes or calculations, whether completed or not, and regardless of when obtained, developed or otherwise acquired by **EMPLOYEE** as a result of this **AGREEMENT**, shall become the property of **COUNTY** and **COUNTY** shall retain all rights to dispose, print or publish, or otherwise utilize it as it deems appropriate.

9. **COUNTY** shall provide working space, supplies, materials and other such support, as can reasonably be provided to **EMPLOYEE** in the performance of the services and tasks as described herein. **COUNTY** shall reimburse **EMPLOYEE** for all authorized travel and other authorized expenses incurred in the performance of the services and tasks as described herein, as prescribed by **COUNTY** policy.

10. This **AGREEMENT** is an Extra-Help Employment **AGREEMENT** between **COUNTY** and **EMPLOYEE** for the services of **EMPLOYEE**. No other person, associate or firm may be substituted by **EMPLOYEE** at any time without the express written consent of **COUNTY**.

11. This **AGREEMENT** shall be interpreted pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the **PARTIES** hereto have hereunto executed this **AGREEMENT**.

EMPLOYEE

Debra S Wass
ZorroSign
Signature

03/17/2023
(Date)

COUNTY OF MARIPOSA

Fadzayi E Mashiri
ZorroSign
Department Head

03/17/2023
(Date)

Attachment: ECN PT SH 4-15-23 (RES-2023-185 : Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for Retired Annuitant)

Exhibit A

Things that Debra Wass will help with:

1. Who gets billed for what:
    a. UC ANR
        i. Which account #
    b. County
        i. Which account #
    c. 4-H Council
2. Creating Surveys
    a. Creating Surveys for no-cost workshop registration & information requests
        i. Who gets notifications
    b. Credit Card for registration fees
        i. What account to deposit to
        ii. How to get UC ANR Approval
        iii. Who gets notifications
        iv. How to do a credit card registration refund
    c. Creating Workshop Registration Check-in Forms
3. Updating UC ANR & Mariposa Counties Website with upcoming Events and Staff changes
4. Help with budget preparation and monitoring for both UC ANR & County
    a. Creating new accounts for UC ANR & County Journal Binders
    b. Creating next year's workbooks in Excel for UC ANR & County Journal Binders
5. Hiring and onboarding new employees for UC ANR

Attachment: ECN PT SH 4-15-23 (RES-2023-185 : Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for Retired Annuitant)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: National Center for Public Lands Counties

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction on the National Center for Public Lands Counties; and a Requested Contribution of $24,689.

Mariposa County has been asked to support the establishment of the National Center for Public Lands Counties, which is intended to focus on telling the story of public lands counties in order to secure resources and attention for communities like ours. This support is requested to include a financial contribution of $24,689. Although the requested contribution is equal to one percent (1%) of funds awarded through the American Rescue Plan Act (ARPA) Local Assistance and Tribal Consistency Fund (LATCF), the contribution would be a General Fund expense.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 21, 2023, the Board discussed the establishment of the National Center for Public Lands Counties and the requested contribution. Staff misunderstood the requested contribution as a request for 1% of the LATCF funds for Mariposa County. Since that meeting, the National Association of Counties (NACo) has clarified that while the request is for an amount equal to 1% of the LATCF funds received, General Funds would be needed for the contribution as the Center is not an eligible LATCF expense.

55.5% of Mariposa County is nontaxable federal land. In lieu of property taxes to support County operations in these areas, the County receives an annual payment of $1.4 million from the federal government.

Additional information about the proposed National Center for Public Lands is attached.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without direction, staff will take no action. The Board may direct staff to contribute a different amount, research needed information, take no action, or proceed as

Agenda Item - No Resolution Requested

requested.

ATTACHMENTS:
National Center for Public Lands Counties (PDF)
One Pager--National Center for PL Counties_ (DOCX)
FINAL National Center for Public Lands Counties Feb 6 2022 (PDF)
Day - H.2 (PDF)
Rhodes - H.2 (PDF)

RESULT: DIRECTION GIVEN

California State Association of Counties®

OFFICERS

President
Chuck Washington
Riverside County

1st Vice President
Bruce Gibson
San Luis Obispo County

2nd Vice President
Jeff Griffiths
Inyo County

Past President
Ed Valenzuela
Siskiyou County

EXECUTIVE DIRECTOR
Graham Knaus

February 26, 2023

To: County Supervisors
County Administrative Officers/Executive Officers

From: CSAC Officers
Supervisor John Peters, Mono County, WIR Board Member
Graham Knaus, CSAC CEO

RE: National Center for Public Lands Counties

The National Association of Counties (NACo) and the Western Interstate Regions (WIR) Boards of Directors has established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous United States. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and also develop detailed, individual research and written county profiles. Counties know that telling our stories is our most powerful tool in bringing resources and attention to our communities. CSAC is working with NACo to ensure that the Center appropriately emphasizes the importance of recreation economies and does not solely focus on extraction based public lands. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report on research and progress at the annual WIR Conference.

To fund this once-in-a-generation opportunity, NACo is requesting counties make a one-time contribution to get the Center up and running. While each county may decide if and how much they would like to contribute, the requested amount is equivalent to one percent of each county's allocation under the Local Assistance and Tribal Consistency Fund (LATCF), which was awarded through the American Rescue Plan Act (ARPA). County contributions will be collected through CSAC and passed along to NACo.

Please Click Here to print an invoice for your Counties' contribution amount. You will need to select your County from the drop down at the top to properly populate the invoice. We would appreciate it if your Board would consider a contribution and submit funds by April 4, 2023.

Attachment: National Center for Public Lands Counties (13962 : National Center for Public Lands Counties)

National Center for Public Lands Counties

County governments are a leading voice in the intergovernmental partnership in responsible resource management. Understanding our unique role as co-regulators and conveners, Congress has consistently supported appropriations for critical programs like Payments In-Lieu of Taxes (PILT) and Secure Rural Schools (SRS) and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and also develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of $15 million over the next two years is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

The Center's governing body, which will :

- WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
- NACo Public Lands Steering Committee Chair
- NACo Public Lands Steering Committee Subcommittee Chairs
- Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
- NACo West Region Representative
- NACo Executive Director
- Executive Director from WIR Immediate Past President's home state

Attachment: One Pager--National Center for PL Counties_ (13962 : National Center for Public Lands Counties)

- NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

The Center's governing board will also be empowered to develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center, and consider and adopt the proposed workplan for the next year.

In order to leverage the expertise of NACo's public lands membership, the governing board will also have the ability to appoint research subcommittees made up of county officials, based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee, to coordinate and oversee the research efforts of the National Center. Research work conducted by the National Center will be non-partisan, aligned with NACo policy and priorities and will not directly conflict with the interests of any county.

NACo staff contact: Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or jshuffield@naco.org

Attachment: One Pager--National Center for PL Counties_ (13962 : National Center for Public Lands Counties)



National Center for Public Lands Counties

Advancing the policy and practice study of America's public lands counties

Powered by the Western Interstate Region
and the NACo Research Foundation

Attachment: FINAL National Center for Public Lands Counties Feb 6 2022 (13962 : National

FURTHER THE FEDERAL GOVERNMENT's UNDERSTANDING OF THE COUNTY ROLE IN RESPONSIBLE LAND, WATER AND RESOURCE MANAGEMENT

- **County governments are leaders in the intergovernmental partnership** with federal lands management agencies
- **We work with officials from all levels of government, private stakeholders and other interested parties** to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations
- With improved understanding of our unique role, **Congress has invested record sums recently to support public lands counties,** including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs
- **Congress also granted new authorities to federal lands agencies** to broaden the scope, pace and scale of their on-the-ground resource management work with local governments
- **HOWEVER, we must continue to tell the county story,** research innovation practices, nurture and build new relationships and networks, and address the mounting challenges and opportunities facing public lands counties

Attachment: FINAL National Center for Public Lands Counties Feb 6 2022 (13962 : National

NATIONAL CENTER FOR PUBLIC LANDS COUNTIES

- **Counties must research, evaluate and share lessons learned about the critical county contribution to sustainable resource management and evidenced-based practices** for developing and enhancing collaborative partnerships, including public-private-community collaborations and intergovernmental coordination

- Therefore, the NACo and WIR Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing the **National Center for Public Lands Counties**

- **The Center will weave together the narrative around public lands counties and the national interest** in our prosperity by showing how public lands are interconnected with the country's needs. For example, a wildfire on federal land near a major water source could jeopardize water quality in a large urban region

- **The National Center for Public Lands Counties will be an essential resource for public lands counties** by sharing these stories with county officials, intergovernmental partners, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America

Attachment: FINAL National Center for Public Lands Counties Feb 6 2022 (13962 : National

MISSION AND OBJECTIVES

- **MISSION: Advance the policy and practice study, research, and learning networks** for America's public lands counties

- **IMPERATIVE: Enhance the long-term policy and practice research, capacity and information exchange of elected and appointed leaders from America's public lands counties,** including with federal and state policymakers, key stakeholders and influencers, the media, and the general public

- **OBJECTIVES:**
  - **Enhance the understanding of national, state and county policymakers and influencers** of the unique policy and practice issues facing America's county officials in areas with federal public lands
  - **Develop the policy and practice research, case studies, public forums, and learning networks necessary** to advance and inform our nation's policies and practices (including at the federal, state and local levels) impacting public lands counties
  - **Foster intergovernmental relationships and dialogue on the intersection of federal, state and local policymaking and practices** across the broad range of issues facing public lands counties, such as: landscape health, wildfire risk mitigation, watershed protection, economic competitiveness and job creation, enhanced public access to federal lands and waters, species management, and biodiversity health

- **FUNDRAISING GOAL: $15 million over two years** to establish a new research fund, known as the National Center for Public Lands Counties, within the NACo Research Foundation and co-governed with NACo's Western Interstate Region (WIR) leadership

National Center for Public Lands Counties

Powered by NACo's Western Interstate Region and the NACo Research Foundation

Attachment: FINAL National Center for Public Lands Counties Feb 6 2022 (13962 : National

FUNDRAISING GOAL

- For the National Center for Public Lands Counties to meet its mission and serve as a long-term tool for public lands counties, **a voluntary investment** from state associations representing public lands counties is needed
- NACo staff, state associations of counties executives and county officials set a **fundraising goal of $15 million over the next two years** to build the staff capacity and partnerships to conduct this critical research and keep the Center on a sustainable financial course
- **State association executives are asked to meet with their members and determine by January 31, 2023** what their state association can pledge as a voluntary contribution to the Center
- These funds will be **managed under a 501(c)(3) within the NACo Research Foundation to support WIR's collaboration** with the National Center for Public Lands Counties. *These funds will not be used for any partisan political purposes*
- **Initially, the Center will need 1-2 hard-working, passionate and talented writers** who can help us tell the county story and conduct and develop key research to meet the National Center's goals. We will then build staffing capacity, unique programming and impactful resources as appropriate

Attachment: FINAL National Center for Public Lands Counties Feb 6 2022 (13962 : National

GOVERNANCE

- **National Center's Governing Board will consist of:**
  - WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
  - NACo Public Lands Steering Committee Chair
  - NACo Public Lands Steering Committee Subcommittee Chairs
  - Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
  - NACo West Region Representative
  - NACo Executive Director
  - Executive Director from WIR Immediate Past President's home state
  - NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board
- **Governing Board will meet on a regular basis and** develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center, and consider and adopt the proposed workplan for the next year.

Attachment: FINAL National Center for Public Lands Counties Feb 6 2022 (13962 : National



STRONGER COUNTIES. STRONGER AMERICA.

National Association of Counties
660 North Capitol Street, N.W. | Suite 400
Washington, D.C. 20001
202.393.6226 • www.NACo.org

fb.com/NACoDC
@NACoTweets
youtube.com/NACoVideo
linkedin.com/company/NACoDC

Attachment: FINAL National Center for Public Lands Counties Feb 6 2022 (13962 : National

H-2

Katherine Slenders

From: michael day <mddayelectric@att.net>
Sent: Tuesday, April 4, 2023 10:00 AM
To: clr25@icloud.com; Board Clerk; Danette Toso; Rosemarie Smallcombe; Wayne Forsythe; Miles Menetrey
Subject: Re: Agenda Item H.2 "National Center for Public Lands Counties" -- opposition

Some people who received this message don't often get email from mddayelectric@att.net. Learn why this is important

I whole heartedly agree.

Michael Day
Greeley Hill.

Sent from AT&T Yahoo Mail on Android

On Tue, Apr 4, 2023 at 8:32 AM, Colleen Rhodes <clr25@icloud.com> wrote:

Dear Supervisors,

I read all of the materials presented to this Board accompanying the request for $24,689 from our General Fund for development of the National Center for Public Lands Counties. Until there is significant clarification regarding the following concerns, I am asking you to withhold approval of the funding requested. The materials submitted indicate that the campaign to raise $15 million is intended to last about two years, so if at some point the plan is better defined and more useful to Mariposa County, it appears that participation can be reconsidered. At this time, I wish to register my opposition to the allocation of these General Fund dollars for this poorly defined and questionably needed project. Please also see the following seven specific criticisms of the project as it is laid out in today's agenda item H.2.

1. ISSUES. The NCPLC's issues, as described in one of their slides — "to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations" — are inherently controversial. Mariposa County has no assurance that the NCPLC will be on the same side of these controversies that we are on.

2. WHY SO MUCH MONEY? The $15 million is not justified in the documents provided. The materials (letter and slide) state, "Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help us tell the county story and conduct and develop key research to meet the National Center's goals. We will then build staffing capacity, unique programming and impactful resources as appropriate." Two writers might cost 1/4 to 1/2 million dollars. Where is the other $14.5 million going?

3. PURPOSE. The purpose of the NCPLC is poorly defined. The materials that have been provided so far say almost nothing. The more I read them, the more meaningless they appear.

4. STRUCTURE. The structure that the NCPLC will have is insufficiently defined to guarantee a benefit to Mariposa County. Even worse, we may find ourselves opposed to the direction the NCPLC wants for our county. We could regret having participated in its creation.

5. LACK OF CLARITY. One of the slides says, "These funds will be managed under a 501(c)(3) ..." But another note says, "the funds will be kept under the existing 501c(4) ..." That's a significant contradiction and evidence of what should be considered to be fatal sloppiness in a request of this type and magnitude.

Attachment: Day - H.2 (13962 : National Center for Public Lands Counties)

6. WE DON'T NEED IT. There is nothing described in the materials that the NCPLC and Mr. Shuffield propose to do for Mariposa County that we can't do for ourselves.

7. LET'S BE CONSERVATIVE. Mariposa County doesn't have General Fund money to waste.

Thank you for always taking my concerns seriously,

Colleen Rhodes

Attachment: Day - H.2 (13962 : National Center for Public Lands Counties)

H2

Tracy Gauthier

From: Colleen Rhodes <[redacted]>
Sent: Tuesday, April 4, 2023 8:33 AM
To: Board Clerk; Danette Toso; Rosemarie Smallcombe; Wayne Forsythe; Miles Menetrey
Subject: Agenda Item H.2 "National Center for Public Lands Counties" -- opposition

Dear Supervisors,

I read all of the materials presented to this Board accompanying the request for $24,689 from our General Fund for development of the National Center for Public Lands Counties. Until there is significant clarification regarding the following concerns, I am asking you to withhold approval of the funding requested. The materials submitted indicate that the campaign to raise $15 million is intended to last about two years, so if at some point the plan is better defined and more useful to Mariposa County, it appears that participation can be reconsidered. At this time, I wish to register my opposition to the allocation of these General Fund dollars for this poorly defined and questionably needed project. Please also see the following seven specific criticisms of the project as it is laid out in today's agenda item H.2.

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Thank you for always taking my concerns seriously,

Colleen Rhodes

Attachment: Rhodes - H.2 (13962 : National Center for Public Lands Counties)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Existing Litigation

---

[X] **CONFERENCE WITH LEGAL COUNSEL**:

[X] **Existing Litigation: In Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336**

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**

[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:
Agency negotiator:
Negotiating parties: (Specify name of party or parties (not agent)):
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