



# MARIPOSA COUNTY

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



**MARSHALL LONG, CHAIR**  
**ROSEMARIE SMALLCOMBE, VICE-CHAIR**  
**TOM SWEENEY**  
**WAYNE FORSYTHE**  
**MILES MENETREY**

**DISTRICT III**  
**DISTRICT I**  
**DISTRICT II**  
**DISTRICT IV**  
**DISTRICT V**

## **ACTION SUMMARY MINUTES**

**March 9, 2021**

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

| <b>Attendee Name</b> | <b>Title</b>            | <b>Status</b> | <b>Arrived</b> |
|----------------------|-------------------------|---------------|----------------|
| Rosemarie Smallcombe | District I Supervisor   | Present       | 9:00 AM        |
| Tom Sweeney          | District II Supervisors | Present       | 9:00 AM        |
| Marshall Long        | District III Supervisor | Present       | 9:00 AM        |
| Wayne Forsythe       | District IV Supervisor  | Present       | 9:00 AM        |
| Miles Menetrey       | District V Supervisor   | Present       | 9:00 AM        |

### **B. Pledge of Allegiance**

Chair Long led the Pledge.

### **C. Introductions**

None.

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

No public input. Supervisor Smallcombe and Dallin Kimble/County Administrative Officer discussed the withdrawal of the Mariposa Resource Conservation District in CA6 and discussed ways to use the remaining funds. Supervisor Sweeney extended thanks to the volunteer in CA11.

#### **AMENDMENT:**

***CA15: add language authorizing the Chair of the Board to sign the agreement subject to approval as to form by County Counsel.***

**RESULT:**       **ADOPTED [UNANIMOUS]**

**MOVER:**       Wayne Forsythe, District IV Supervisor

**SECONDER:**   Rosemarie Smallcombe, District I Supervisor

**AYES:**        Smallcombe, Sweeney, Long, Forsythe, Menetrey

**CA1. Health and Human Services RES-2021-110**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

**CA2. Health and Human Services RES-2021-111**

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

**CA3. Health and Human Services RES-2021-112**

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

**CA4. Sheriff's Office RES-2021-113**

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

**CA5. Sheriff's Office RES-2021-114**

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

**CA6. Administration RES-2021-115**

Approve Three of Four Title III Secure Rural Schools and Community Self-Determination Act of 2000 Funding Proposals in an Amount Not to Exceed \$28,500; Approve the Three Proposal Related Agreements; and Authorize the CAO to Sign the Agreements (Subject to Approval as to Form by County Counsel)

**CA7. Board of Supervisors**

Approve the Minutes of Tuesday, February 23, 2021

**CA8. Fire RES-2021-116**

Approve an Amendment to the Policy for Medical Physicals for Mariposa County Volunteer Members

**CA9. Health and Human Services RES-2021-117**

Approve Amendment to Agreement with Calaveras Mariposa Community Action Agency (CMCAA) to Function as Sub-Recipient for Community Services Block Grant (CSBG) Program; and Authorize the Health and Human Services Agency (HHSA) Director to Sign the Amendment

**CA10. Planning 2021-32**

Appoint District III Supervisor Marshall Long and District V Supervisor Miles Menetrey as Ex-Officio Non-Voting Members to the Creative Placemaking Strategy Advisory Committee (CPSAC) for Terms to Expire February 29, 2024

**CA11. Planning RES-2021-118**

Appoint Leo J. (Jack) Wilmeth as Planning Commissioner Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025 (Supervisor Sweeney)



**CA12. Probation RES-2021-119**

Approve a Five (5) Year Agreement with Axon Enterprise, Inc. for the Purpose of Purchase and Implementation of Body Worn Cameras in an Amount Not to Exceed \$52,090.53; and Authorize the Chief Probation Officer to Sign the Agreement

**CA13. Probation RES-2021-120**

Approve an Agreement with Lexipol for Implementation and Up to a Five Year Subscription for Policy Management and Training Platform for the Probation Department, in a Total Amount Not to Exceed \$48,723.20; and Authorize the Chief Probation Officer to Sign the Agreement

**CA14. Sheriff's Office RES-2021-121**

Ratify a 42-Month Agreement with the Mariposa County Unified School District (MCUSD) to Support One Full-Time School Resource Officer (SRO) Position

**CA15. Public Works RES-2021-122**

Authorize the Director, Public Works & Transportation to Advertise and Accept Bids for the Emergency Power Generation Plug in Project

**E. Departmental Presentation**

Eric Sergienko/Health Officer advised that the County will be moving into the Orange Tier, and noted that if the trend continues, we could possibly be in the Yellow Tier at the end of the month. He also noted that Public Health continues to receive vaccines; reported that they received an allotment of 200 doses of the Johnson and Johnson vaccine last Thursday, and noted that they are strategizing how best to use the single dose vaccinations; and advised of upcoming mass vaccination clinics. Dr. Sergienko and Supervisor Sweeney discussed the "no-shows" for clinic appointments. Dr. Sergienko requested people to advise early when they have to cancel their appointments. In response to Supervisor Forsythe's inquiry, Dr. Sergienko also discussed some of the guidance relative to schools and school sports. He also discussed recent CDC guidance for those fully vaccinated.

Mike Healy/Public Works Director extended thanks to the Public Health Department. He also reported that the interim Indian Gulch Road bridge is going to be slightly delayed, with it looking more like April because, from the Caltrans perspective, the low water provides a unique opportunity to put in more rip rap and other reinforcement. Mr. Healy also noted that the summer recruitments for Parks and Recreation are now open and online. Mr. Healy also expressed condolences to the family of Helen Kwalwasser.

Dallin Kimble/County Administrative Officer noted that County offices can be expected to open by Monday if the county moves into the Orange Tier as expected, but that masks, social distancing and other measures will remain in effect. Mr. Kimble also reported that the County has been working with Self-Help Enterprises on the final stages of the Creekside Terrace but that they still have some big steps to take in the next month or so to get their permits from Mariposa Public Utility District.

**F. Public Comment on Non-Agenda Items**

Rocky Shavers read a portion of SB-876 regarding public spaces and the

homeless; noted that the homeless have the right to rest in public spaces; and suggested that the Sheriff back off of them.

Jeremy Briese/Sheriff - Coroner - Public Administrator responded to Mr. Shavers' comments by advising that he has been trying to solve the problem diplomatically by meeting with all county partners; advising that we have specific County property that has been designated and which has toilet facilities and resources for homeless individuals; and noting that just picking a non-designated spot is causing a public safety issue, especially with the open fires and brush in the creek area.

## **Recess Board of Supervisors**

**9:42 AM** Chair Long recessed the Board of Supervisors meeting, followed by the Clerk's reading of the Government Code announcement.

## **G. Local Transportation Commission**

**9:43 AM** Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

### ***Public Comment Period***

None.

### ***LTC Regular Agenda***

#### **1. Planning LTC-2021-9**

**Approve an Agreement with Wallace, Roberts, and Todd, LLC (WRT) to Develop the Integrated Mobility and Housing Strategy in an Amount Not to Exceed \$229,455; and Authorize the Local Transportation Commission Chair to Sign the Agreement**

Sarah Williams/Planning Director introduced Mikey Goralnik/Community Development Designer who gave the staff report via telephone. No public input. Board discussion ensued.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Tom Sweeney, District II Supervisors

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

### ***Adjourn LTC***

**9:53 AM** Chair Long adjourned the LTC meeting.

## **Reconvene as Board of Supervisors**

**9:53 AM** Chair Long reconvened the Board of Supervisors meeting.

## **H. Regular Agenda Items**

#### **1. Administration (ID # 11539)**

**Discussion and Direction Related to Recent Outreach from the California Department of Public Health**

Dallin Kimble and Dr. Sergienko gave the staff report. No public input. Board discussion ensued.

**DIRECTION:**

*The CAO is to prepare a letter in response to Ms. West that will convey the County's appreciation for staff, inform that a third party administrator is not necessary, convey that the County wants to wait until MyTurn is more fully developed, and which will be setup for all five Board members to sign.*

**RESULT: DIRECTION GIVEN**

**2. Fire (ID # 11518)****Discussion and Possible Direction Regarding the Community Wildfire Protection Plan Implementation and Administration**

Steve Ward/CAL FIRE - County Fire gave the staff report with clarification provided by John Morgan/Battalion Chief and Steve Engfer/Planner. Board discussion ensued.

**DIRECTION:**

**County Fire was delegated to take the lead on coordinating between outside entities, the Mariposa County Fire Advisory Committee, County departments, and the Board regarding implementation of CWPP action items.**

**RESULT: DIRECTION GIVEN**

**Recess**

**10:43 AM** Chair Long recessed the meeting for a brief break and reconvened at 10:50 AM.

**3. Planning RES-2021-123****Adopt a Resolution Approving the Submittal of an Application to the FEMA Hazard Mitigation Grant Program to Support Implementation of a Forest Management Plan for 320 Acres in Midpines; and Authorize the Board of Supervisors Chair to Sign the Grant Management Cost Subapplication, Grant Agreement If Awarded, and Other Future Necessary Agreements (Subject to Approval as to Form by County Counsel)**

Sarah Williams/Planning Director gave the staff report with the assistance of Mikey Goralnik/Planner. Ms. Williams advised that this item had been brought to the Board in 2019 by Molly Stephens from Administration but it was put on a wait list by CAL OES. She advised that CAL OES approached the County last month about uploading its data again and that Mikey Goralnik volunteered to carry the project in place of Ms. Stephens who no longer works for the County. Board discussion ensued regarding the \$250,000 County match, and the process to ensure that this project is aligned with priorities. Mr. Goralnik advised that the County match can be in-kind services, and noted that staff time should be sufficient to cover the entire sum. Ms.

Williams noted that the timeframe for the work is 4 years, so the County's match amounts to a bit more than \$60,000 per year.

No public input.

Chief Ward and Chief Morgan noted his support of this project. Chief Ward noted that this links back to the CWPP and the Mariposa County Fire Advisory Council. Board discussion ensued with the CAO regarding the match and potential funding sources. Chief Morgan noted that the CWPP had an in-kind match, discussed what activities were tracked, and advised that the time spent over six months equated to \$180,000.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Tom Sweeney, District II Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**4. Public Works RES-2021-124**

**Approve a First Amendment with NCE for the Downtown Renovation Project to Revise the Scope of Service and Increase Compensation in the Amount of \$96,300 for a Total Not to Exceed Amount of \$720,940; and Authorize the Board of Supervisors Chair to Sign the Amendment**

Mike Healy/Public Works Director gave the staff report. No public input.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**5. Administration RES-2021-125**

**Authorize the Request for Proposals (RFP) for a Development Services Land Management Software System**

Dallin Kimble provided an overview of the need and introduced Leigh Westerlund/Assistant County Administrative Officer who gave a PowerPoint presentation with information provided by Steve Engfer and Ben Goger/Housing Development Specialist.

Public Comment Opened. René LaRoche/private citizen recounted her ability to invest in real estate in Tuolumne County without needing to go there because it already has building permits, assessor's records, and other property records online. Public comment closed.

Board discussion ensued regarding the provision requiring RFP responders to write the scope of services, whether guidance had been received from the Government Finance Officers Association, the source of the feature capability matrix and how those features and functions overlap with the work being done by developmental services, and potential linkages with the ERP. Given the concerns expressed, especially regarding the open scope, Supervisor Smallcombe requested that staff consult often with County Counsel and do their best to remain consistent with practices in this industry.

**RESULT:** **ADOPTED [4 TO 0]**  
**MOVER:** Rosemarie Smallcombe, District I Supervisor  
**SECONDER:** Miles Menetrey, District V Supervisor  
**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey  
**ABSTAIN:** Tom Sweeney

## **Recess**

**12:15 PM** Chair Long recessed the meeting for lunch.

## **I. 2:00 PM Reconvened**

### **1. Public Works (ID # 11503)**

#### **Receive a Presentation from Caltrans Regarding Project Activities Concerning the Repaving Projects on Highway 140, Highway 49 and the Downtown Mariposa Pedestrian Safety and Lighting Projects**

Mike Healy introduced Sam Sherman/Caltrans District 10 Project Manager who gave a PowerPoint presentation. No public input. Board discussion ensued.

**RESULT: INFORMATION RECEIVED**

### **2. Administration (ID # 11515)**

#### **Receive an Update on the Mariposa County Strategic Plan and Identify Priorities for the 2021-2022 Fiscal Year**

Dallin Kimble gave the staff report accompanied by a PowerPoint presentation. No public input. Board discussion ensued regarding the priorities identified from previous public outreach, and the need to rebuild reserves, the age of the strategic plan and its continued applicability to the County, the developments currently underway, and the Merced Irrigation District settlement.

**RESULT: INFORMATION RECEIVED**

### **3. Administration (ID # 11509)**

#### **Discussion and Direction Regarding Community Recreation Center Options**

Dallin Kimble introduced Leigh Westerlund who gave the staff report. No public input. Board discussion ensued with Mr. Kimble, Ms. Westerlund, and Mike Healy regarding the Pfremmer property, the one mile road and infrastructure that would be necessary and which would cost \$6 million dollar, the other developments planned for the area, potential funding sources, the geographic parameters of the grant application, the walkability of the proposed site, potential impacts of applying for the grant but not accepting later. Shannon Gadd/Health and Human Services Agency Director discussed her experience with grant writing and volunteered to assist. Joe Lynch/Assistant County Administrative Officer discussed his experience writing grants and noted that once you get an established funding stream there is a certain amount of latitude because they understand that you are designing for the uniqueness

of your community.

**ACTION:**

***The item was approved with direction to move forward with Option One (1).***

**RESULT:     DIRECTION GIVEN**

**J.    Items removed from Consent Agenda**

None.

**K.    Board Information**

The Board concurred with skipping this section.

**L.    Adjournment**

**4:20 PM** Chair Long adjourned the meeting in memory of Sarah Jeske.

Respectfully submitted,

René LaRoche  
Clerk of the Board

Marshall Long  
Chair, Board of Supervisors



# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.1

## **RESOLUTION - ACTION REQUESTED 2021-110**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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### **RECOMMENDATION AND JUSTIFICATION:**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

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

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

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

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

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

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey





# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

## **RESOLUTION - ACTION REQUESTED 2021-111**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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### **RECOMMENDATION AND JUSTIFICATION:**

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

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

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

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.3

## **RESOLUTION - ACTION REQUESTED 2021-112**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the Local Emergency Due to COVID-19

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### **RECOMMENDATION AND JUSTIFICATION:**

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

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

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

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

### **FINANCIAL IMPACT:**

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**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.4

## **RESOLUTION - ACTION REQUESTED 2021-113**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Mono Wind Event

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### **RECOMMENDATION AND JUSTIFICATION:**

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

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

January 22nd, 2021: The Board ratified the January 19th, 2021 Local Emergency Proclamation Due to the Mono Wind Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

### **FINANCIAL IMPACT:**

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**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.5

## **RESOLUTION - ACTION REQUESTED 2021-114**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieze, Sheriff

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

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### **RECOMMENDATION AND JUSTIFICATION:**

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

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

February 9th, 2021: The Board ratified the February 3rd, 2021 Local Emergency Proclamation Due to the Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

### **FINANCIAL IMPACT:**

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**RESULT:** **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Administration • 966-3222



D.6

## **RESOLUTION - ACTION REQUESTED 2021-115**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Title III Project Funding

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve Three of Four Title III Secure Rural Schools and Community Self-Determination Act of 2000 Funding Proposals in an Amount Not to Exceed \$28,500; Approve the Three Proposal Related Agreements; and Authorize the CAO to Sign the Agreements (Subject to Approval as to Form by County Counsel).

Secure Rural Schools (SRS) Title III is federal funding available for the following uses:

1. to carry out activities under the Firewise Communities program;
2. to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
3. to cover training costs and equipment purchases directly related to the emergency service; and
4. to develop and carry out community wildfire protection plans.

In Mariposa County, Title III funds have been used entirely to implement wildfire protection plans including support for the Mariposa County Fire Safe Council and the Southwest Interface Team (SWIFT) project.

On January 12, 2021, four projects were proposed and approved for noticing:

1. \$10,000 for Mariposa County Resource Conservation District to construct a fuel break above El Portal Elementary School (this project has been withdrawn);
2. \$10,000 for the Southwest Interface Team (SWIFT) project to continue development and acquisition of resources for fire breaks in the northern portion of the county; and
3. \$12,000 for Mariposa County Fire Safe Council to write grants and construct the Alta Vista fuel break; and

4. \$6,500 for Mariposa County Fire Safe Council to provide reflective house number signs to residents across the county.

Mariposa County Resource Conservation District has withdrawn their fuel break proposal for El Portal, but plans to return with another project in the near future. The remaining projects are consistent with our community wildfire protection plan and recommended for approval at this time. More information about the requirements for SRS Title III can be found at <https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3>.

Mariposa County currently has \$80,905 available for Title III projects. Though it has been renewed several times in the past, the authority to initiate Title III projects currently terminates on September 30, 2022. Any funds not obligated by September 30, 2023, must be returned to the Treasury of the United States.

Before using Title III funds, the County is required to publish a proposal that describes the proposed use of funds and solicits public comment for a minimum of 45 days. The proposal must also be submitted the Tuolumne and Mariposa Counties Resource Advisory Committee managed by the Stanislaus National Forest. This notice is attached for reference.

This meeting represents the conclusion of the 45-day comment period. Staff is unaware of any comments submitted in favor or opposition to these projects. The Board may now consider and formally approve or deny the use of Title III funds as proposed. Staff will move forward with formal agreements for approved projects.

#### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Tuolumne and Mariposa Counties Resource Advisory Committee last met in 2015. Staff has been advised that they will be meeting again in 2021.

On September 8, 2020, the Board considered the final budget for Fiscal Year 2020-2021 (FY21). That budget did not explicitly include funding for the Mariposa County Fire Safe Council, Southwest Interface Team, or Mariposa County Resource Conservation District. Rather, the budget allowed for any of these entities to leverage SRS Title III funds for projects initiated in the fiscal year. It was also recognized that the County needed to return to compliance with regard to noticing whether Tuolumne and Mariposa Counties Resource Advisory Committee continued to meet or not. This item is the culmination of those efforts and project discussions with the respective organizations mentioned.

Annual agreements to fund the Mariposa County Fire Safe Council were approved in 2017 (Resolution 17-568, \$66,141), 2018 (Resolution 18-626, \$66,141), and 2019 (Resolution 19-483, \$66,141). An agreement has not yet been entered for the current fiscal year.

Agreements to fund the Southwest Interface Team in the amount of \$10,000 per year have been approved annually each year since 2016. An agreement for the current

fiscal year has not yet been entered.

On July 14, 2015, the Board adopted Resolutions 15-347 and 15-348 authorizing Title III funds for the Mariposa County Fire Safe Council (\$59,380 each year for three years) and Southwest Interface Team (\$9,000).

On May 19, 2015, the Board of Supervisors gave direction to begin the 45-day comment period on funding for the Mariposa County Fire Safe Council and Southwest Interface Team.

Annual Title III noticing and agreements for the Mariposa Fire Safe Council, Southwest Interface Team, and the Master Gardeners (2012 only) were noticed and approved each year prior to 2015 since the program began.

Mariposa County Resource Conservation District has not previously been funded through SRS Title III, but the County has provided general funds ranging from \$20,000 - \$60,000 annually over the last several fiscal years.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not tentatively approve the proposed projects. Staff will not notice the proposals. Other proposals that meet the funding criteria will need to be solicited or the funding will be returned to the United States Treasury.

**ATTACHMENTS:**

**2021 SRS Title III Notice(PDF)**

**SWIFT Agreement FY 21-22 (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**PUBLIC NOTICE OF PROPOSED ALLOCATION OF TITLE III FUNDING PROVIDED  
UNDER HR-2389**

The Mariposa County Board of Supervisors is proposing to allocate funds in the following amounts under the Reauthorization of the Secure Rural Schools and Community Self Determination Act: Mariposa County Fire Safe Council in the amount of \$12,000 to write grants for construction of the Alta Vista Fuel Break; Mariposa County Resource Conservation District in the amount of \$10,000 for construction of a fuel break above the El Portal Elementary School; \$10,000 for the Southwest Interface Team (SWIFT) to continue seeking resources and developing fuel breaks in northern Mariposa County; and \$6,500 for Mariposa County Fire Safe Council to provide reflective house number signs to residents across the county.

All projects must be initiated by September 30, 2022, and all funds must be obligated by September 30, 2023. Remaining funds may be required to be returned to the United States Treasury.

This 45-day comment period is open through March 8, 2021. Information regarding this program can be obtained by contacting the Mariposa County Administration Department at (209) 966-3222 or [dkimble@mariposacounty.org](mailto:dkimble@mariposacounty.org). Written comments to the Board may be sent the Mariposa County Clerk of the Board:

5100 Bullion Street  
P.O. Box 784  
Mariposa, CA 95338  
[rlaroche@mariposacounty.org](mailto:rlaroche@mariposacounty.org).

This notice is provided according to Section 302 of PL 110-343.

DATED: January 20, 2020



## AGREEMENT WITH ALLEN JOHNSON

THIS AGREEMENT ("Agreement") is made and entered into this 9<sup>th</sup> day of March, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Allen Johnson, a Project Coordinator for the South West Inter-Face Team (SWIFT), ("Contractor"), pursuant to the following terms and conditions.

### W I T N E S S E T H:

#### 1. TERM

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

#### 2. SERVICES

Contractor shall plan and implement a strategic fire defense system, as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

#### 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$10,000.00. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

#### 4. INSURANCE

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

##### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

#### **B. OTHER INSURANCE PROVISIONS**

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

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

## **5. HOLD HARMLESS/INDEMNIFICATION**

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

## **6. INDEPENDENT CONTRACTOR**

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

## **7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

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

## **8. STATE AND FEDERAL TAXES**

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

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

## 9. ASSIGNMENT

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

## 10. NOTICE

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

### CONTRACTOR:

Allen Johnson  
11120 Merrell Road  
Groveland, CA 95321

### COUNTY:

County of Mariposa  
Administration  
P.O. Box 784  
Mariposa, CA 95338  
Tel: (209) 966-3222

## 11. COMPLIANCE

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

## 12. PUBLIC RECORDS ACT

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

### **13. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County Administrative Officer. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

### **14. ENFORCEABILITY AND SEVERABILITY**

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

### **15. TERMINATION AND RIGHTS UPON TERMINATION**

- a. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- b. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination.
- c. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

### **16. NO WAIVER**

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

### **17. DISPUTES**

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



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

## **18. CAPTIONS**

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

## **19. NUMBER AND GENDER**

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

## **20. MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

## **21. SUCCESSORS AND ASSIGNS**

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

## **22. COUNTERPARTS**

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

## **23. OTHER DOCUMENTS**

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

## **24. CONTROLLING LAW**

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

## **25. AUTHORITY**

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

## **26. NEGOTIATED AGREEMENT**

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

## **27. NO RELIANCE ON REPRESENTATIONS**

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

## **28. WARRANTY**

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

## **29. FUNDING AVAILABILITY**

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

\_\_\_\_\_  
Jay D. Kimble  
County Administrative Officer

\_\_\_\_\_  
Allen Johnson  
S.W.I.F.T. Coordinator

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Steven W. Dahlem  
County Counsel

Attachment: SWIFT Agreement FY 21-22 (RES-2021-115 : Title III Project Funding)



## Exhibit A SCOPE OF WORK

### Conformance to the Intent of SR 2008:

The SWIFT Project's goal is to cooperatively plan and implement a strategic fire defense system designed to reduce the threat of loss to life, property, and natural resources in the Southern Tuolumne and Northern Mariposa County wild-land urban interface. Currently, County, State, and Federal agencies in addition to a number of other collaborative partners are working together to mitigate the fire problems in this specific area. The 132,000 acres project area has a significant history of repeated large catastrophic fires. The agencies and partners involved in the collaborative wildfire protection effort all have various protection responsibilities within the area, and have joined together in an interagency team effort to work on mitigating the wildfire problems. The team consists of representatives from Mariposa and Tuolumne County Fire Departments, California Department of Forestry and Fire Protection (Cal FIRE) for the Tuolumne/Calaveras and Madera/Mariposa/Merced Units, Bureau of Land Management (BLM), United States National Forest Service – Stanislaus National Forest – Groveland Ranger District, Hetch Hetchy Water & Power, Mariposa County Fire Safe Council, Yosemite Foothills Fire Safe Council, Groveland Fire Department, Tuolumne County Resource Conservation District, Yosemite National Park, and the Pine Mountain Lake Association.

There are a total of 12 high value watersheds within the project area. These watersheds are significant based on their contributions to California's need for abundant water and power supplies. There are 10 residential areas inside the project boundary.

Opportunities to support fire protection come from strategically placed and well planned thinning projects, biomass operations, and multi-product vegetation offerings. Efforts are made to utilize local contractors in work on such fire defense systems as fuel breaks, road corridor fuel treatments, and other hazard reduction operations.

The SWIFT project had been planned to enhance and benefit forest and watershed health by protection of existing ecosystems from damaging wildfires. Allen Johnson retired from the Forest Service have served as District Fire Management Officer. He is currently serving as the Project Coordinator. Duties include mapping, meeting coordination and agenda preparation, document development, collaborative work with all stakeholders, presentations and developing various reports, and attending all meetings that are relevant to SWIFT operations.

**Exhibit B  
COST PROPOSAL**

The County of Mariposa join with the County of Tuolumne in support of the South West Inter-Face Team (SWIFT) Project Coordinator contract for services with Allen Johnson. The Mariposa County share of the Contract is to be for a one-year period, with 290 hours of work at \$34 per hour for a total cost of \$10,000.



# MARIPOSA COUNTY

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



D.7

**MARSHALL LONG, CHAIR**  
**ROSEMARIE SMALLCOMBE, VICE-CHAIR**  
**TOM SWEENEY**  
**WAYNE FORSYTHE**  
**MILES MENETREY**

**DISTRICT III**  
**DISTRICT I**  
**DISTRICT II**  
**DISTRICT IV**  
**DISTRICT V**

## ACTION SUMMARY MINUTES

February 23, 2021

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

| Attendee Name        | Title                   | Status  | Arrived |
|----------------------|-------------------------|---------|---------|
| Rosemarie Smallcombe | District I Supervisor   | Present | 9:00 AM |
| Tom Sweeney          | District II Supervisors | Present | 9:00 AM |
| Marshall Long        | District III Supervisor | Present | 9:00 AM |
| Wayne Forsythe       | District IV Supervisor  | Present | 9:00 AM |
| Miles Menetrey       | District V Supervisor   | Present | 9:00 AM |

### B. Pledge of Allegiance

Chair Long led the Pledge.

### C. Introductions

None.

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

No public input. Each supervisor acknowledged and thanked the volunteers being appointed to committees in CA10-CA18. Supervisor Menetrey spoke in support of CA8.

**RESULT:**       **ADOPTED [UNANIMOUS]**

**MOVER:**       Wayne Forsythe, District IV Supervisor

**SECONDER:**   Rosemarie Smallcombe, District I Supervisor

**AYES:**        Smallcombe, Sweeney, Long, Forsythe, Menetrey

**CA1. Health and Human Services   RES-2021-81**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

**CA2. Health and Human Services RES-2021-82**

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

**CA3. Sheriff's Office RES-2021-83**

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

**CA4. Sheriff's Office RES-2021-84**

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

**CA5. Sheriff's Office RES-2021-85**

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

**CA6. Administration RES-2021-86**

Approve a Memorandum of Understanding (MOU) for Grant Writing Services with Mariposa County Resource Conservation District in an Amount Not to Exceed \$45,000; and Authorize the Board of Supervisors Chair to Sign the MOU

CA7. Item Withdrawn

**CA8. Clerk of the Board of Supervisors 2021-21**

Amend the Board Member Contact Area List to Include Mariposa Public Utility District; and Appoint Marshall Long and Wayne Forsythe as Its Board Representatives

**CA9. Health and Human Services RES-2021-87**

Approve an Addendum to Lease Agreement with Mariposa Golden Agers, Inc. for Use of the Mariposa Senior Activity Center; and Authorize the Board of Supervisors Chair to Sign the Addendum

**CA10. Planning 2021-22**

Re-Appoint Dana Brown to the Greeley Hill Planning Advisory Committee for a Term to Expire February 28, 2023 (Supervisor Sweeney)

**CA11. Planning 2021-23**

Re-Appoint Tony Toso as a Member Representing the Cattle Industry and John Shimer as an At-Large Member to the Agricultural Advisory Committee, with Terms to Expire February 28, 2023

**CA12. Planning 2021-24**

Re-Appoint Catherine Fong, Schree Yager and Kevin Shelton to the El Portal Planning Advisory Committee with Terms to Expire February 28, 2023 (Supervisor Smallcombe)

**CA13. Planning 2021-25**

Re-Appoint Charles Lammers, Angela Heiss and Gary Francisco to the Midpines Planning Advisory Committee for Terms to Expire February 28, 2023 (Supervisor Smallcombe)

**CA14. Planning 2021-26**

Re-Appoint Robert Bassett, Donn Harter, John Luther, Daniel Lyle and Greg Royse to the Fish Camp Town Planning Advisory Council with Terms to Expire February 28, 2023 (Supervisor Menetrey)

**CA15. Planning 2021-27**

Re-Appoint Kim Brisack, Will Fassett, Derek Heule and Charles Phillips to the Creative Placemaking Strategy Advisory Committee (CPSAC) for Terms to Expire February 28, 2024

**CA16. Planning 2021-28**

Recognize the Service of William Rosenberg on the Wawona Town Planning Advisory Committee; Re-Appoint Tony Christianson, Ed Mee and Eugene Spindler to the Wawona Town Planning Advisory Committee with Terms to Expire February 28, 2023 (Supervisor Menetrey)

**CA17. Planning 2021-29**

Acknowledge the Service of Michelle Coppock and Janelle Danel to the Coulterville Planning Advisory Committee; Re-Appoint Rick Cordero and Stephen Huff to the Coulterville Planning Advisory Committee for Terms to Expire on February 28, 2023; Appoint James Rhodes to Fill an Unexpired Term Ending February 28, 2022 on the Coulterville Planning Advisory Committee; and Appoint Nina Coleman to the Coulterville Planning Advisory Committee for a Term to Expire February 28, 2023 (Supervisor Sweeney)

**CA18. Planning 2021-30**

Recognize the Service of Cathie Pierce and Ken Trujillo from the Catheys Valley Community Planning Advisory Committee; Re-Appoint Casey Archer (Formerly Aitchison), Ken Davis, Josh Evans and Ken Wagner to the Catheys Valley Community Planning Advisory Committee for Terms to Expire February 28, 2023 (Supervisor Long)

**CA19. Sheriff's Office RES-2021-88**

Approve a Memorandum of Understanding (MOU) with John C. Fremont Healthcare District for Security Services for Pre-Crisis/Crisis Patients; and Authorize the Board of Supervisors Chair to Sign the MOU

**E. Departmental Presentation**

Eric Sergienko/County Health Officer reported receiving a call from Adventist Sonora on Friday night requesting help in distributing 1200 doses of vaccine, which precipitated two mass vaccination pop-up clinics over the weekend. Dr. Sergienko also reported that 2,852 people have been vaccinated as of today with 871 of those having received both doses; and noted that those numbers do not include those vaccinated outside of the county or through other programs. He also noted that federal allotments will be catching up today, and advised of the upcoming clinic at the Fairgrounds on Friday from 9:00 AM to 5:00 PM, with another clinic to be held at the Greeley Hill Community Center from 10:00 AM to 3:00 PM on Saturday. The doctor also advised

that they are now down in the 60 year old range for vaccinations; noted that the county is flirting with the orange level; and reminded people of the dangers of traveling to outside areas, especially given that three local cases were associated with church services in Stanislaus and Merced Counties while another two were associated with travel to Las Vegas. Supervisors Forsythe and Sweeney extended thanks to Public Health for the vaccination clinics. Dr. Sergienko extended kudos to his team for their efforts.

Pete Judy/Chief probation Officer extended thanks to Dr. Sergienko and his staff, and noted that the schools have been running K-8 classes since October with few problems which he attributed to Dr. Sergienko's efforts. Chief Judy also discussed SB-823, regarding Juvenile Justice Realignment, which changes county responsibilities towards juvenile offenders. He explained that Mariposa County will receive \$250,000 but does not have the ability to keep offenders here and must rely on arrangements with other counties, but that SB-823 will jeopardize that solution as many counties have indicated that they will no longer be accepting those contracts. Chief Judy advised that he will be convening the Juvenile Justice Council to recommend what to do with the annual allotment. He requested the Board communicate this challenge to small counties to their colleagues. Board discussion ensued regarding past cases, and which organizations are advocating on the issue at the state level.

Steve Ward/County Fire CAL FIRE reported that the chassis for the new Type III fire engines have been ordered but must be built and that certain parts are in short supply. Consequently, the build time has been bumped from June/July to November/December. Chief Ward also announced the passing of Keith Pearson, a volunteer fire fighter with 42 years of service.

## **F. Public Comment on Non-Agenda Items**

None.

## **Recessed Board of Supervisors**

**9:37 AM** Chair Long recessed the Board meeting, followed by René LaRoche/Clerk of the Board reading the Government Code announcement.

## **G. LOCAL TRANSPORTATION COMMISSION**

**9:37 AM** Chair Long convened the meeting of the Local Transportation Commission (LTC) with all members present.

### ***Public Comment Period***

None.

### ***LTC Regular Agenda***

#### **1. Public Works LTC-2021-7**

**Authorize the Public Works and Transportation Director to Award a Professional Services Agreement to Walker Consultants in the Amount of \$55,000.00 to Develop the Short-Range Transit Plan; and Authorize the LTC Executive Director to Sign the Agreement**

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

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

**2.       Public Works       LTC-2021-8**

**Authorize the Public Works and Transportation Director to Award a Professional Services Agreement to NCE to Perform State Mandated Updates to the County Pavement Management Program for an Amount Not to Exceed \$55,000.00; and Authorize the LTC Executive Director to Sign the Agreement**

Mike Healy gave the staff report. No public input.

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

***Adjourn LTC***

**9:43 AM** Chair Long adjourned the LTC meeting.

**Reconvene as Board of Supervisors**

**9:43 AM** Chair Long reconvened the meeting and recessed for a brief break. He reconvened the Board meeting at 9:48 AM.

**H.   Regular Agenda Items**

**1.       Public Works       RES-2021-89**

**Approve Advertisement and Acceptance of Bids for the Removal of an Obsolete Conveyor System at the Mariposa County Landfill; and Authorize the Public Works Director to Award and Sign the Agreement (Subject to Approval as to Form by County Counsel)**

Mike Healy/Public Works Director gave the staff report. No public input.

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



**2. Administration RES-2021-90**

**Approve the Renewal Agreement with Tangent for 10 Microsoft 365 Licenses, and Adding 370 New Licenses, in an Amount Not to Exceed \$92,700 with a Term of July 5, 2020 through July 5, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement**

Dallin Kimble/County Administrative Officer introduced Anthony Rios/Technical Services Manager who gave the staff report. During public comment, Leigh Westerlund/Assistant County Administrative Officer noted that these are not all new costs as the County was already paying for office support. Discussion ensued between Supervisors Menetrey and Sweeney, and Mr. Rios regarding how the licenses are applied. Supervisor Smallcombe extended kudos for the effort.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**3. Administration RES-2021-91**

**Approve the Renewal Agreement with ZorroSign for 32 Licenses, Including a Prorated Amount for 17 New Licenses, in an Amount Not to Exceed \$15,675 with a Term of February 23, 2021 through July 16, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement**

Dallin Kimble introduced Anthony Rios who gave the staff report. No public input. In response to Supervisor Smallcombe's question, Joe Lynch/Assistant County Administrative Officer and René LaRoche discussed ease and turnaround time on pay certifications and agreement processing.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Miles Menetrey, District V Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**4. Administration RES-2021-92**

**Approve FY20-21 Mid-Year Budget Adjustments and Review Variance Explanations 4/5ths Vote Required**

Dallin Kimble introduced Leigh Westerlund who gave the staff report. No public input. Board clarification and discussion ensued.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



## I. Items removed from Consent Agenda

### CA7. Board of Supervisors

Accept the Minutes of Tuesday, January 26, 2021

## J. Board Information

Information received.

## Recessed

**10:55 AM** Chair Long recessed the meeting.

## K. 2:00 PM Reconvened

### 1. Public Works (ID # 11339)

#### **Receive an Update on the Ferguson Slide Project from Dennis Agar, Caltrans District 10 Director and the Caltrans Ferguson Slide Project Team**

Mike Healy introduced Dennis Agar/Caltrans District 10 Director, who introduced Grace Magsayo and Allen Lao from Caltrans. Mr. Lao gave a PowerPoint presentation. No public input. Board discussion ensued.

**RESULT: INFORMATION RECEIVED**

### 2. Planning 2021-ORD-1161

#### **Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending County Code Title 17 to Add Section 17.108.200.E., Section 17.334.055.E., and Definitions to Section 17.148.010", to Prohibit Industrial Hemp Cultivation and Hemp Cultivation by Established Agricultural Research Institutions in Mariposa County**

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

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

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## **L. Adjournment**

**2:31 PM** Chair Long adjourned the meeting in memory of Keith Pearson.

Respectfully submitted,

René LaRoche  
Clerk of the Board

Marshall Long  
Chair, Board of Supervisors



# MARIPOSA COUNTY

Fire · 209-966-4330



D.8

## **RESOLUTION - ACTION REQUESTED 2021-116**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Edits to Policy for Physicals for Mariposa County Fire Volunteers

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve an Amendment to Policy 2.35 EMQ for Medical Physicals for Mariposa County Volunteer Members.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

Board approved adoption of policy 2.3.5 on 2-2-21 requiring routine medical physicals of emergency responder volunteer members. However, different interpretation of policy language that exempts support volunteer members is confusing to some. Edits to policy language have been made to clarify differences of requirements for support members vs emergency responders under this policy. There is no change to the policy intent.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If the amendment is not approved the current policy will be implemented with possible differences of interpretation with department members and staff.

### **FINANCIAL IMPACT:**

**no new or updated financial impact**

### **ATTACHMENTS:**

**Fire Department - SOG Section 2.3.5 EMQ and Physicals vs 2 (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

|                                                                                                                              |                                                           |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
|  <b>MARIPOSA COUNTY<br/>FIRE DEPARTMENT</b> | <b>REVISION: 2.0</b>                                      |
| <b>SOG MANUAL</b>                                                                                                            | <b>EFFECTIVE DATE:</b>                                    |
| <b>2.3.5<br/>EMQ and Medical Physicals</b>                                                                                   | <b>APPROVED:<br/>Mariposa County Board of Supervisors</b> |

## EMQ and Medical Physicals

**Purpose:** The Mariposa County Fire Department and Mariposa County are committed to the health and wellness of its members and to providing a safe and healthful work environment. In keeping with this commitment, this policy implements regular medical physicals for Mariposa County Fire Department volunteer members through both electronic medical questionnaires, as well as in person medical physicals performed by a licensed physician or their designee.

**Scope:** Mariposa County Fire Department volunteer members are called upon to engage in arduous, physically demanding work. An initial in person medical physical by a licensed physician or their designee is required for prior to acceptance into the department to assure members are in sufficient health to perform the physically demanding duties that would be expected. Mariposa County Fire recognizes that over the course of a career, a member's physical attributes, i.e. strength, conditioning, agility and stamina change. Those natural occurring changes have the potential to increase the risk of physical injury or overall health issues while performing duties of a volunteer firefighter. It is the intent of this policy to address the need for routine medical physicals, both electronically through a medical questionnaire in accordance with the Mariposa County Respiratory Protection Program (RPP), as well as in person medical physicals performed by a licensed physician or their designee.

**Policy:** Mariposa County Fire Department emergency response volunteer members will be provided and shall complete the electronic medical questionnaire as described in the RPP. In person medical physical examinations will be completed by a licensed physician, a physician assistant, or a nurse practitioner functioning under a licensed physician's license in accordance with the following guidelines for emergency response members. See exceptions for volunteer support members.

1. At the time of hire as a volunteer member.
2. When deemed necessary/appropriate through the annual EMQ (Electronic Medical Questionnaire) screening.

3. When deemed necessary/appropriate for return to work after sustaining a potentially compromising injury or relevant medical condition change.
4. Ages 18-39 as dictated through the on-line EMQ process. This may be incorporated with the commercial driver's license (DL) physical.
5. Ages 40-49 every two years or as dictated through the online EMQ process. This may be incorporated with the commercial (DL) physical.
6. Ages 50+ every year or as dictated through the online EMQ process. This may be incorporated with the commercial (DL) physical.

**Exceptions:**

Support members are exempt from guidelines 2,4,5,6 of this policy

**Tracking:** In person medical physicals will be provided at no cost to the volunteer member, tracked and scheduled in coordination with the Mariposa County Health Officer or his/her designee and the Mariposa County Fire Department. Volunteer members may utilize their own physician, at their own expense, with the confidential results forwarded to the Mariposa County's Health Officer for review.

The Mariposa County Fire Department shall be advised and shall track compliance with this policy by all volunteer members. All medical information will be kept strictly confidential. The Mariposa County Fire Department shall be advised in writing of any volunteer member who is deemed unable to perform the duties of a volunteer firefighter. Reasons for such a decision will remain confidential and will only be known by the member, their doctor and the Mariposa County Health Officer.

Any Mariposa County volunteer firefighter who becomes non-compliant with the online Emergency Medical Questionnaire (EMQ) within the RPP or in person medical physical in accordance with this policy will not be permitted to be Fit Tested nor respond on behalf of the Mariposa County Fire Department until that member becomes compliant.



# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.9

## **RESOLUTION - ACTION REQUESTED 2021-117**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Amendment to Current CSBG Sub-Recipient Agreement

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve Amendment to Agreement with Calaveras Mariposa Community Action Agency (CMCAA) to Function as Sub-Recipient for Community Services Block Grant (CSBG) Program; and Authorize the Health and Human Services Agency (HHSA) Director to Sign the Amendment.

County of Mariposa provides services to CSBG eligible participants residing in designated areas. The County of Mariposa is a member of the Calaveras Mariposa Community Action Agency (CMCAA). CMCAA, with Calaveras County serving as the lead, will function as the administering agency for the County of Mariposa, submitting required program and fiscal reporting to the State of California. With the requested amendment, the total amount for this agreement will increase by \$115,000 to a new not to exceed amount of \$155,000 and the term of the agreement will extend through May 31, 2022.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The original agreement received approval by County Administrative Officer on April 30, 2020.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If this Amendment is not approved, HHSA will not be able to participate in this program that would provide \$115,000 in CSBG services for HHSA clients.

### **FINANCIAL IMPACT:**

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

### **ATTACHMENTS:**

**CMCAA Agreement 20-0002 (PDF)**

**CMCAA Agreement - DHsignature v2 (PDF)**

**Exhibits A through D (PDF)**

**RESULT:**     **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**     Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

cc: auditor  
4-30-20  
5-14-20

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

**Please complete the following required information**

To: Tracy Gauthier, Deputy Clerk of the Board II Dept.: Clerk of the Board Date: 4/28/2020  
 From: Beth Rose Dept.: HS / Fiscal Contact No.: 209-742-0963  
 Agreement with: CMCAA - Sub-Recipient Term: 1/1/2020 - 12/31/2020  
 (Beginning to end - Must be 1 year or less)

For: Block Grant of \$40,000.00 - in support of  
 (Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ No ☒

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

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

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

- ☐ \$ \_\_\_\_\_ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – Under \$10,000:**  
 Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)  
 (May not purchase or lease real property or storage space **without the Purchasing Agent's approval.**)
- ☒ \$ 40,000 **CAO (Purchasing Agent) -Section 3.08.090 – Under \$50,000:**  
 (Amount limited to what is budgeted and must be a one year, or less, contract term.)

**Other:**

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

Interdepartmental Agreements

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

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

Revised: 08-23-2019



## COMMUNITY SERVICES BLOCK GRANT SUB-RECIPIENT CONTRACT

|                                                                |                                                             |
|----------------------------------------------------------------|-------------------------------------------------------------|
| <u>Mariposa County Health and Human Services</u><br>Contractor | <u>Calaveras Mariposa Community Action Agency</u><br>Agency |
| <u>Sub-Recipient</u><br>Description                            | <u>\$40,000</u><br>Amount                                   |
| <u>January 1, 2020 – December 31, 2020</u><br>Agreement Term   | <u>20-0002</u><br>Agreement Number                          |

This Sub-recipient Contract, herein after referred to as "Contract," is made and entered into this 18<sup>th</sup> day of April 2020, between the Calaveras Mariposa Community Action Agency (CMCAA), a Joint Powers Authority between Calaveras and Mariposa Counties, hereinafter referred to as "CMCAA," Mariposa County Health and Human Services, herein after referred to as "Contractor".

Pursuant to Government Code Section 12725 et seq., as amended, and 42 United State of California's Code (USC) 9901 et seq., as amended, the Community Services Block Grant (CSBG) Act, Contractor agrees to provide services to CSBG eligible participants residing in the areas designated herein, and as approved by the CMCAA Board of Directors as follows, and as set forth in Exhibit A: Scope of Work.

### TERMS AND CONDITIONS

- 1) **Assignment:** This Contract is not assignable by the Contractor, either in whole or in part, without the consent of the CMCAA Executive Director in the form of a written amendment.
- 2) **Term and Amount of Contract:** The term of this Contract is for one year and covers the period January 1, 2020 through December 31, 2020 for an amount not to exceed forty-thousand dollars (\$40,000).
- 3) **Requirements, Standards and Guidelines:** Contractors shall adhere to all CMCAA and State Department of Community Services and Development (CSD) reporting and data collection requirements as required by CMCAA or CSD. Contractor shall apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Contract, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To

the extent that the federal requirements, standards, or guidelines directly conflict with any State of California law or regulation at Government Code 12725, et seq., or 22 CCR 100601, et seq., or any specific provision of this Contract, then that federal law, regulation, or provision shall apply instead as detailed in 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.

4) **Independent Contractor:**

- a) It is understood and agreed that the Contractor is an independent Contractor and that no relationship of employer-employee exists between the parties hereto.
- b) Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of CMCAA, Calaveras County, or Mariposa County, or the State of California.

5) **Addresses and Contact Liaison:**

- a) The Calaveras County Health and Human Services Agency (CHHSA) is the administrative agency for CMCAA.
- b) Staci Johnston of Calaveras County Health and Human Services Agency serves as the Executive Director of CMCAA, and is duly authorized to execute Contracts on behalf of CMCAA.
- c) Contractor shall assign a staff member to act as liaison with CMCAA.

Send all correspondence to:

Calaveras Mariposa Community Action Agency

c/o Calaveras Health and Human Services Agency

509 East St. Charles Street

San Andreas, CA 95249

Attention: Staci Johnston, Executive Director

Attention: Marcos Munoz (Fiscal/Accounts Payable)

- d) CMCAA will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Contract.
- e) CMCAA, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, inspections, evaluations, and Contractor self-monitoring.

6) **Service(s) Recipient Eligibility:**

- a) Contractor assures that only those individuals with incomes at or below 100% the Office of Management and Budget (OMB) Poverty Guidelines or current Federal Poverty Level, or who are otherwise eligible, will be provided services under this Contract.
- b) Contractor shall ensure that recipients of services reside in the Contractor's service area for the purposes of this Contract. The Service Area under this Contract is **Calaveras and/or Mariposa Counties.**

7) **Scope of Work:**

- a) **Work Plan:** Contractor shall, in a satisfactory and proper manner, perform all services as described in Exhibit A: Scope of Work.
- b) **Outreach and Referral:** Contractor shall publicize the availability of CSBG supported services funded under this Contract to the targeted population; assuring services are well publicized to the county/community at large. At a minimum, Contractor shall develop outreach and publicity materials in the form of a flyer or brochure that advertises the availability of the program services. The publicity/outreach material(s) shall include a non-discrimination clause and acknowledgement that services are supported in part by CSBG funds through the CMCAA.
- c) **Coordination of Benefits / Information and Referral:** Contractor shall provide its CSBG eligible program recipients with information and referral to other human-services agencies, programs and services, to maximum extent possible.

8) **Budget:**

- a) Concurrent with the submission of the Contract, Contractor shall complete and submit CMCAA and CSD required fiscal forms, which shall be attached hereto and incorporated herein as Exhibit B: Contract Budget.
- b) **Administrative Expenses:** For purposes of administrative expenditures, Contractor shall use funds allocated under this Contract in an amount not to exceed twelve percent (12%) of the total operating funds.
- c) **Budget Changes:** See Contract Changes Section 14.

9) **Separate Accounting:**

- a) Contractor shall have an established internal control system to ensure compliance with laws and regulations affecting the expenditure of State of California and/or Federal funds, financial transactions and accounts. Contractor's financial and accounting systems shall segregate the obligations and expenditures related to funding under this Contract, and shall segregate, track and maintain these funds apart and separate from other revenue streams, and shall provide for accumulating and recording of expenditures by cost category (budge line items) shown in the approved budget.

10) **Payment Provisions:**

- a) CMCAA shall issue monthly payments to Contractor upon receipt and approval of a signed and complete Invoice, including any CMCAA required documentation/forms. The invoice shall indicate the actual expenditures billed for reimbursement for the specific report period. Contractor shall complete and submit the CMCAA a monthly Expenditure/Activity Report on or before the tenth (10<sup>th</sup>) calendar day following the report period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
  - (1) The Expenditure/Activity Report shall be signed by Contractor's authorized representative.
  - (2) An electronic scanned copy of the signed original may be submitted on or before the tenth (10<sup>th</sup>) calendar day following the report period, as long as the original is received by regular mail service by the fifteenth (15<sup>th</sup>) of the calendar year following the report period.
  - (3) Expenditure Reports should be sent to Marcos Munoz as specified in section 6, above.
- b) CMCAA retains the right to require support documentation from Contractor as CMCAA deems necessary to maintain fiscal oversight and accountability with the Contractor in order for CMCAA to comply with CSD reporting requirements.

11) **Records, Inspections and Audits:**

- a) Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. Contractor shall maintain these records five (5) years after final payment has been made or until all pending county, State of California, and federal audits, if any, are completed, whichever is later.
- b) Any authorized representative of CMCAA, the State of California of CSD and representative, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this contract, for the purpose

of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this contract and the premises in which it is being performed.

- c) This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for five (5) years after final payment is made, or until all pending county, State of California, and federal audits are completed, whichever is later.
- d) Contractor assures that all programmatic and fiscal record keeping regarding this Contract be maintained separately from other Contractor program records.
- e) Should the Contractor disagree with any audit conducted by CMCAA, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CMCAA a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by CMCAA for such an audit.
- f) In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CMCAA in conducting such an audit.
- g) Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

## **12) Indemnification:**

- a) Contractor agrees to indemnify, defend and hold harmless **(1)** the State of California **(2)** the Calaveras Mariposa Community Action Agency (509 East St. Charles Street, San Andreas, CA 95249); **(3)** The County of Mariposa (5100 Bullion Street Mariposa, Ca 95338) and the County of Calaveras (891 Mountain Ranch Road, San Andreas, CA 95249); and their officers, agents and employees from and against any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims

and losses accruing or resulting to any person, firm, corporation or any other entity that may be injured or damaged by Contractor in the performance of this Contract.

- b) Contractor shall assume liability for any and all direct expenses incurred in providing services pursuant to this contract and shall assume any and all responsibilities for loss or damage resulting from any form of negligence, harm, injury, sickness, or disease arising out of the provision of services.
- c) Contractor shall notify CMCAA promptly in writing of the incident of any such adverse situation.

13) **Insurance and Fidelity Bond:**

- a) **General Requirements:** By execution of this Contract, Contractor agrees that the insurance policies and bond required under this Contract; including Self-Insurance, Workers' Compensation Insurance, General Liability Insurance, Vehicle Insurance, and a Fidelity Bond; shall be in effect at all times during the term of this Contract.
- b) Contractor shall provide CMCAA with written notice at least (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract.
- c) In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide CMCAA within thirty (30) calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Contract. New Certificates of Insurance shall be reviewed for content and form by CMCAA.
- d) In the even Contractor fails to maintain in effect at all times the specified insurance and bond coverages as herein provided, CMCAA may, in addition to any other available remedies, suspend this Contract.
- e) With the exception of workers' compensation and fidelity bond, the following entities shall be named as additionally insured on all Certificates of Insurance required under this Contract.
  - i) The State of California of California Department of Community Services and Development  
(P.O. Box 1947, Sacramento, CA 95817-1947);
  - ii) The Calaveras Mariposa Community Action Agency (509 East St. Charles Street, San Andreas, CA 95249);
- f) **Self-Insurance:**



- i) When Contractor is a self-insured governmental entity, CMCAA, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Contract.
  - ii) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts.
  - iii) In the event that the Contractor's self-insurance coverage has not changed since the prior year, CMCAA will accept a certified letter signed by authorized personnel stating that no changes have occurred since last year. This letter must be submitted concurrent with the Contract.
- g) **Worker's Compensation:**
- i) Contractor shall have and maintain for the term of this Contract Workers' Compensation insurance issued by an insurance carrier licensed to underwrite Workers' Compensation insurance in the State of California of California.
  - ii) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self Insure issued by the Director of the Department of Industrial Relations to CMCAA as evidence of compliance with the workers' compensation insurance requirement concurrent with submission of this Contract. No work shall be performed, nor shall payment on this contract be issued to the Contractor until this requirement is met.
- h) **General Liability Insurance:**
- i) Contractor shall have and maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the commercial general liability insurance.
  - ii) Contractor shall submit to CMCAA an applicable Certificate of Insurance naming the following as additionally insured, concurrent with submission of the Contract.
    - (1) The State of California of California Department of Community Services and Development (P.O. Box 1947, Sacramento, CA 95817-1947);
    - (2) The Calaveras Mariposa Community Action Agency (509 East St. Charles Street, San Andreas, CA 95249);
- i) **Vehicle Insurance:**

- i) Contractor shall have and maintain for the term of this Contract vehicle insurance in the amount of \$1,000,000 for each person and each accident for bodily injury and in the amount of \$1,000,000 for each person and each accident for property damage.
- ii) When Contractor will allow employees to use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired automobile liability insurance in the amount of \$1,000,000 for each person and each accident for bodily injury and \$1,000,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment).
- iii) Concurrent with submission of the signed Contract, Contractor shall submit an applicable Certificate of Insurance, which designates CMCAA as an additional insured, to CMCAA as evidence of compliance with said vehicle insurance requirements.

14) **Contract Changes:**

- a) Formal amendments to this Contract are required for changes to: the term, total cost or maximum amount, scope of work, and/or formal name changes.
- b) No oral understanding or Contract not incorporated in the Contract is binding on any of the parties.
- c) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required.
- d) If Contractor intends to request a formal amendment to this Contract, the request must be submitted to CMCAA on CSD 425 b Form - Justification for Contract Amendment /Modification no later than forty-five (45) days prior to the expiration of the Contract term.
- e) Only the CMCAA representative has the authority to agree to any extension of time, change order, change in the Scope of Work or other terms or conditions effecting duties set forth herein.
- f) If any provisions of this contract are held invalid, the remainder shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.
- g) **Budget Changes:**
  - i) Revisions in budgets do not need prior written approval if the maximum Contract amount is unchanged unless said budget adjustments result in increases in administration and / or equipment.
  - ii) Contractor may request budget revisions at any time prior to **August 15<sup>th</sup>**.



iii) Based on the types of changes requested, budget revisions may require State of California Department of CSD authorization.

15) **Notices:**

All notices required or authorized by this Contract shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Postal Service, postage prepaid and properly addressed as follows:

Calaveras Mariposa Community Action Agency  
c/o Calaveras Health and Human Services Agency  
Attention: Staci Johnston, Executive Director  
509 East St. Charles Street  
San Andreas, CA 95249

Changes in contact person or address information shall be made by notice, in writing, to the other party's authorized signatory.

16) **Allowable Expenditures:**

- a) All supplies, materials, or services purchased with funds provided by this Contract shall be used solely for the activities allowed under this Contract and in line with the Scope of Work and Budget.
- b) Only expenditures specified in the contract budget will be allowable.
- c) All equipment over \$5,000 needs prior approval of CMCAA and CSD and must meet CSBG procurement specifications.

17) **Assurances / Certification of Compliance:**

Contractor ascertains and assures that working conditions and all work sites are maintained in accordance with applicable laws and regulations, including the following:

a) **Non-Discrimination in Employment**

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin,

ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

b) **Confidentiality:**

Contractor agrees to protect the rights of consumers and shall comply with applicable laws and regulations, including but not limited to California W & I Code § 5328; and 45 Code of Federal Regulations, (C.F.R.) § 205.50; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164 regarding the confidentiality of patient information.

Contractor shall not use identifying information for any purpose other than carrying out the obligation under this contract. Contractor shall not disclose, except as otherwise specifically permitted by the contract, or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information shall include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

Contractor agrees to comply with the provisions of Public Law 104-191, known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

18) **Conflict of Interest:**

- i. **Applicable Law:** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.
- ii. **Covenant:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- iii. **Notification:** Contractor agrees that if any fact comes to its attention, which raises any question

as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

a) **Political and Lobbying Activities Prohibited:**

- i) By signing Exhibit C: Certification Regarding Lobbying, which is attached hereto and incorporated herein by this reference, Contractor assures that programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, or any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity. (42 USC 9918).

b) **Religious Activities Prohibited:**

Contractor assures that there shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Contract. (45 CFR 1050).

- i) Contractor's signature affixed hereon and dated shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the aforesaid requirements.

**19) Disputes:**

- a) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by the CMCAA Board of Directors, which shall furnish the decision in writing. The decision of Board of Directors shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.
- b) Contractor shall continue with the responsibilities under this Contract during any dispute.

**20) Suspension and/or Termination:**

- a) **Termination in Case of Emergency Situation:** CMCAA reserves the right to suspend further performance of this Contract without prior written notification in an emergency. Such suspension shall not constitute a breach of this Contract.

- b) **Termination for Convenience:** Either CMCAA or Contractor may terminate this Contract upon thirty (30) days prior written notice to the other party.
- c) **Notice of Changes by the State of California to CMCAA Contract with the State of California:** CMCAA shall notify Contractor in the event that CSD suspends, terminates, and/or makes changes to the services to be performed under this Contract within (5) days of receipt of notice of such action.
- d) **Termination due to Cessation of Funding:** CMCAA shall have the right to terminate the Contract upon five (5) days written notice in the event that the receipt of funds from the Federal or State of California governments for this program is reduced, suspended or terminated for any reason. Contractor hereby expressly waives any and all claims against CMCAA for damages arising from said termination, suspension, or reduction of funds. CMCAA shall honor all legitimate obligations from program funds incurred by Contractor, up to the date of termination, if this Contract is terminated by activating this clause.
- e) **Termination for Cause:** CMCAA may terminate this Contract and be relieved of any payments should the Contractor fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination, CMCAA may proceed with the work in any manner deemed proper by CMCAA. All costs to CMCAA shall be deducted from any sum due the Contractor under this Contract and the balance, if any, shall be paid to the Contractor, upon demand.

**21) Assignment:**

Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CMCAA. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect. If CMCAA consents to such subcontract, Contractor shall be fully responsible to CMCAA for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between CMCAA and subcontractor nor shall it create any obligation on the part of CMCAA to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

**23) Entire Contract:**

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

Calaveras Mariposa Community Action Agency

Mariposa County Health and Human Services

By Staci Johnston

Staci Johnston, Executive Director

Date 4-18-20

By Chevon Kothari

Chevon Kothari, Director

Date 4/1/20

Approved as to Legal Form:

By SA [Signature]

County Counsel

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM  
COUNTY COUNSEL

[Signature]  
DALLIN KIMBLE  
COUNTY ADMINISTRATIVE OFFICER

Attachment: CMCAA Agreement 20-0002 (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

|                                                                                                                                                         |                                                                                                                                 |                                                                                                 |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--|
| * APPLICANT'S ORGANIZATION                                                                                                                              |                                                                                                                                 |                                                                                                 |  |
| <div style="border: 1px solid black; background-color: yellow; padding: 2px; display: inline-block;">COUNTY OF MARIPOSA HEALTH AND HUMAN SERVICES</div> |                                                                                                                                 |                                                                                                 |  |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE                                                                                                   |                                                                                                                                 |                                                                                                 |  |
| Prefix: <input style="width: 80px;" type="text"/>                                                                                                       | * First Name: <div style="border: 1px solid black; background-color: yellow; padding: 2px; display: inline-block;">CHEVON</div> | Middle Name: <input style="width: 150px;" type="text"/>                                         |  |
| * Last Name: <div style="border: 1px solid black; background-color: yellow; padding: 2px; display: inline-block;">KOTHARI</div>                         |                                                                                                                                 | Suffix: <input style="width: 80px;" type="text"/>                                               |  |
| * Title: <div style="border: 1px solid black; background-color: yellow; padding: 2px; display: inline-block;">DIRECTOR</div>                            |                                                                                                                                 |                                                                                                 |  |
| * SIGNATURE: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Chevon Kote</div>                                               |                                                                                                                                 | * DATE: <div style="border: 1px solid black; padding: 2px; display: inline-block;">4/1/20</div> |  |

## COMMUNITY SERVICES BLOCK GRANT SUB-RECIPIENT CONTRACT

|                                                                |                                                             |
|----------------------------------------------------------------|-------------------------------------------------------------|
| <u>Mariposa County Health and Human Services</u><br>Contractor | <u>Calaveras Mariposa Community Action Agency</u><br>Agency |
| <u>Sub-Recipient</u><br>Description                            | <u>\$155,000</u><br>Amount                                  |
| <u>January 1, 2020 – May 31, 2022</u><br>Agreement Term        | <u>20-0002 A01</u><br>Agreement Number                      |

Effective September 1, 2020, Section 2: Term and Amount of Contract and Exhibits A: Scope of Work, B: Budget and D: Quarterly Reporting of the April 18, 2020, Community Services Block Grant (CSBG) sub-recipient contract shall be wholly removed and replaced with the following:

- 2) **Term and Amount of Contract:** The term of this Contract covers the period January 1, 2020 through May 31, 2022 for an amount not to exceed one hundred fifty-five thousand dollars (\$155,000).

All other terms, conditions, exhibits and attachments remain unchanged.

[Remainder intentionally left blank, signature page to follow]

Attachment: CMCAA Agreement - DHsignature v2 (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

Calaveras Mariposa Community Action Agency

Mariposa County Health and Human Services

By \_\_\_\_\_

Staci Johnston, Executive Director

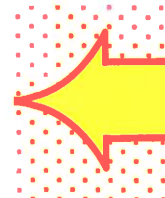
Date \_\_\_\_\_

By Shannon Gadd

Name: Shannon Gadd

Title: Director

Date \_\_\_\_\_



Approved as to Legal Form:

By \_\_\_\_\_

County Counsel

Attachment: CMCAA Agreement - DHsignature v2 (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)





**CALAVERAS-MARIPOSA COMMUNITY ACTION AGENCY  
SUB-CONTRACTOR  
CONTRACT EXHIBITS**

**2020 CSBG EXHIBITS**

**1. EXHIBIT A**

- a. 2020 Work plan -CSD 901 Form

**2. EXHIBIT B- Contract CSBG Budget & Forms**

- a. Budget Forms
  - i. 425.S CSBG Contract Budget Summary
  - ii. 425.1.1. Contract Personnel Costs
  - iii. 425.1.2 Contract Non-Personnel Costs
  - iv. 425 1.3 Contract Other Agency Operating Funds
  - v. 425 1.4 Contract Budget Narrative
  - vi. 425 ER Expenditure Report/Activity Report
  - vii. 425 B Justification for Contract Amendment/Modification

**3. EXHIBIT D- CSBG Quarterly Sub-Contractor Narrative Report**

- a. Quarterly Report Template
  - i. January 1-March 31 (Due 4/15/20; 4/15/21; 4/15/22)
  - ii. April 1-June 30 (Due 7/15/20; 7/15/21; 7/15/22)
  - iii. July 1-September 30 (Due 10/15/20; 10/15/21)
  - iv. October 1- December 31 (Due: 1/15/21; 1/15/22)

**4. EXHIBIT F- CSBG Annual Report (REQUIRED)**

- a. Annual Report – Due January 20, 2021
- b. Annual Report – Due January 20, 2022
- c. Ending Report – Due June 20, 2022
  - i. Module 3- Community Level (Community Impact due to Program)
  - ii. Module 4- Individual and Family Level (Data Report)
    - a. National Performance Indicators
    - b. Services
    - c. All Characteristics Report -ALL Households AND Individuals served through grant period-Required (UNDUPLICATED COUNT)-track during intake.



State of California  
Department of Community Services and Development  
Community Services Division  
2020/2022 CSBG CARES Work Plan CSD 901

CMCAA Contract # 20F-3645

Contractor Name: Calaveras-Mariposa Community Action Agency  
Contractor Number: 20F-3645  
Contact Person and Title: Staci Johnston, Executive Director  
Phone Number and Ext.: 209-754-6054  
Email Address: Sjohnston@co.calaveras.ca.us  
Field Representative: Veronica Rhodes  
CSD Approval/Date & Sign: Click or tap to enter a date.

| Program/Service Name                                                          | Program Description                                                                                                                                                                                                                                                                            | Domesticity<br>(check all that apply)                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Example:<br>Homeless Care Program                                             | Example:<br>A six bed, 24-hour recuperative care program at Memorial Shelter for homeless clients discharged from the hospital.                                                                                                                                                                | <input type="checkbox"/> Employment<br><input type="checkbox"/> Education and Cognitive Development<br><input type="checkbox"/> Income and Asset Building<br><input type="checkbox"/> Housing<br><input checked="" type="checkbox"/> Health and Social/Behavioral Development<br><input type="checkbox"/> Civic Engagement and Community Involvement |
| SUB-Contractor: Calaveras County<br>HHS/Housing Services Navigation<br>Center | Calaveras County One-Stop Housing Services and Programs Center, offering rapid re-housing and rental assistance program. Navigation and case management services and resource/referrals to local agencies and partners. Serve 43 Households. Engagement with 10 Landlords. UNDUPLICATED COUNT. | <input type="checkbox"/> Employment<br><input type="checkbox"/> Education and Cognitive Development<br><input type="checkbox"/> Income and Asset Building<br><input checked="" type="checkbox"/> Housing<br><input type="checkbox"/> Health and Social/Behavioral Development<br><input type="checkbox"/> Civic Engagement and Community Involvement |
| SUB-Contractor: Mariposa Co. Health<br>& Human Services Housing Programs      | Housing rental assistance, rapid re-housing, referrals to emergency shelter, housing supportive services and resource/referrals. Engage with 10 Landlords and serve 30 Households. UNDUPLICATED COUNT.                                                                                         | <input type="checkbox"/> Employment<br><input type="checkbox"/> Education and Cognitive Development<br><input type="checkbox"/> Income and Asset Building<br><input checked="" type="checkbox"/> Housing<br><input type="checkbox"/> Health and Social/Behavioral Development<br><input type="checkbox"/> Civic Engagement and Community Involvement |

| Program/Service Name                                                                  | Program Description                                                                                                                                                                                                                                                                                                                                                                                                     | Priority(ies)<br>(check all that apply)                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CMCAA: Community Action Poverty Simulation Project in Mariposa and Calaveras Counties | Community Action Poverty Simulation will be coordinated in both counties that helps participants rethink the challenges that millions of low income individuals must face each and every day. This project helps people identify areas of change that can directly impact the effects of poverty on individuals, families and communities. Goal: promote awareness and build local partnerships. Serve 400 individuals. | <input type="checkbox"/> Employment<br><input type="checkbox"/> Education and Cognitive Development<br><input type="checkbox"/> Income and Asset Building<br><input type="checkbox"/> Housing<br><input type="checkbox"/> Health and Social/Behavioral Development<br><input checked="" type="checkbox"/> Civic Engagement and Community Involvement |

| Program Name                                                                                                                                                                                                    | Program Description                                                                                                                                                                                                                                                                                                                         | Problem Addressed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Benefit(s)<br>(check all that apply)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COVID-19 Rental or Mortgage Assistance Program<br><input checked="" type="checkbox"/> New Program<br><b>CONTRACTED</b><br><b>PROGRAM: Sub-Contractor Program</b><br><b>Calaveras County and Mariposa County</b> | Calaveras & Mariposa Counties Mortgage & Rental Assistance for residents and business owners impacted financially due to Covid-19. The eviction moratorium has expired, in which many residents are facing housing uncertainty or risk of losing their homes due to their inability to financially sustain their rent or mortgage payments. | COVID-19 has impacted households in Calaveras and Mariposa counties financially, in which many are facing eviction and homelessness due to the inability to pay for rent and/or mortgage payments. CMCAA will sub-contract assistance for residents and business owners needing eviction or foreclosure prevention assistance, to keep households housed and avoid an increase in homelessness. SUB-CONTRACTORS: Responsible for client intake, applications, eligibility and processing for assistance, tracking of assistance & CMCAA reporting. | <input type="checkbox"/> Employment Development<br><input type="checkbox"/> Income and Asset Building<br><input checked="" type="checkbox"/> Housing<br><input type="checkbox"/> Health and Social/Behavioral Development<br><input type="checkbox"/> Civic Engagement and Community Involvement<br><input type="checkbox"/> Education and Cognitive<br><input type="checkbox"/> Agency Capacity Building<br><input type="checkbox"/> Strategic Planning<br><input type="checkbox"/> Data Management and Reporting<br><input type="checkbox"/> Software/IT<br><input type="checkbox"/> Grant/Resource Development |

Department of Community Services and Development  
Community Services Division  
2020/2022 CSBG CARES Work Plan CSD 901

|                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Grace Fund Program (Special Needs Assistance)</p> <p><input checked="" type="checkbox"/> New Program</p> <p><input type="checkbox"/> Program Expansion of an existing program</p> <p><input type="checkbox"/> Program Enhancement such as Improving services</p> <p><input type="checkbox"/> Emergency Disaster</p> <p><b>OUTREACH &amp; Intake Program</b></p> <p><b>Calaveras County</b></p> <p><b>Mariposa County</b></p> | <p>The Grace Fund program will support with financial assistance for special needs, such as: car repairs, un-met needs, emergency special needs, prescription assistance, food, gas etc. this program will assist with emergency financial assistance to help stabilize households during the covid-19 impacts.</p> | <p>Calaveras County: 46 Households and Mariposa County Households 46 Households. Total 92 households. Maximum Assistance \$1,500 per household.</p> <p>Residents, low-income households and vulnerable populations have been impacted due to job loss, closures of businesses, loss of income and lack of resources. Financial assistance for special or un-met needs is needed during a period financial uncertainty is faced by low-income and high-risk populations (i.e., seniors, underlying health conditions etc.). Total served 250 Households. Sub-contractor responsible for intake applications and outreach for the program to be referred to CMCAA for direct funding for Grace Funds Approval. Assistance Maximum of \$500. All other resources must be exhausted prior to program application is submitted to CMCAA. Tracking of completed applications required by sub-contractor.</p> | <p><input type="checkbox"/> Employment</p> <p><input type="checkbox"/> Education and Cognitive Development</p> <p><input type="checkbox"/> Income and Asset Building</p> <p><input type="checkbox"/> Housing</p> <p><input checked="" type="checkbox"/> Health and Social/Behavioral Development</p> <p><input type="checkbox"/> Civic Engagement and Community Involvement</p> <p><input type="checkbox"/> Agency Capacity Building</p> <p><input type="checkbox"/> Strategic Planning</p> <p><input type="checkbox"/> Data Management and Reporting</p> <p><input type="checkbox"/> Software/IT</p> <p><input type="checkbox"/> Grant/Resource Development</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



State of California  
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 CSBG Contract Budget Summary  
 CSD 425.S (Rev.10/19)

### CSBG CONTRACT BUDGET SUMMARY

| Contractor Name: Sub-contractor-Mariposa County Health & Human Services                                                |                                   | Contract Number: 20F-3645                                                                      | Amendment Number: 1 |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------------------------------------------------------------|---------------------|
| Prepared By: Staci Johnston, Executive Director                                                                        |                                   | Contract Term: January 1, 2020 to May 31, 2022                                                 |                     |
| Telephone Number: 209-754-6054                                                                                         |                                   | Contract Amount: \$115,000                                                                     |                     |
| Date: 11/10/2020                                                                                                       |                                   | E-mail Address: <a href="mailto:Sjohnston@co.calaveras.ca.us">Sjohnston@co.calaveras.ca.us</a> |                     |
| <b>SECTION 10: ADMINISTRATIVE COSTS</b>                                                                                |                                   |                                                                                                |                     |
| Line Item                                                                                                              |                                   | CSBG Funds<br>(round to the nearest dollar)                                                    |                     |
| 1                                                                                                                      | Salaries and Wages                |                                                                                                |                     |
| 2                                                                                                                      | Fringe Benefits                   |                                                                                                |                     |
| 3                                                                                                                      | Operating Expenses                |                                                                                                |                     |
| 4                                                                                                                      | Equipment                         |                                                                                                |                     |
| 5                                                                                                                      | Out-of-State Travel               |                                                                                                |                     |
| 6                                                                                                                      | Contract/Consultant Services      |                                                                                                |                     |
| 7                                                                                                                      | Other Costs                       |                                                                                                |                     |
| 8                                                                                                                      | Disaster                          |                                                                                                |                     |
| Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)              |                                   |                                                                                                |                     |
| <b>SECTION 20: PROGRAM COSTS</b>                                                                                       |                                   |                                                                                                |                     |
| Line Item                                                                                                              |                                   | CSBG Funds<br>(round to the nearest dollar)                                                    |                     |
| 1                                                                                                                      | Salaries and Wages                | \$36,260.00                                                                                    |                     |
| 2                                                                                                                      | Fringe Benefits                   | \$8,740.00                                                                                     |                     |
| 3                                                                                                                      | Operating Expenses                |                                                                                                |                     |
| 4                                                                                                                      | Equipment                         |                                                                                                |                     |
| 5                                                                                                                      | Out-of-State Travel               |                                                                                                |                     |
| 6                                                                                                                      | Subcontractor/Consultant Services | \$70,000.00                                                                                    |                     |
| 7                                                                                                                      | Other Costs                       |                                                                                                |                     |
| 8                                                                                                                      | Disaster                          |                                                                                                |                     |
| Subtotal Section 20: Program Costs                                                                                     |                                   | \$115,000.00                                                                                   |                     |
| SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount. |                                   | \$115,000.00                                                                                   |                     |
| SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG                                                    |                                   |                                                                                                |                     |
| SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)                                                  |                                   | \$115,000.00                                                                                   |                     |
| SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)                                       |                                   |                                                                                                |                     |

Attachment: Exhibits A through D (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)

### CSBG BUDGET SUPPORT -- PERSONNEL COSTS

|                                                                         |  |                                                |  |                     |  |
|-------------------------------------------------------------------------|--|------------------------------------------------|--|---------------------|--|
| Contractor Name: Sub-contractor-Mariposa County Health & Human Services |  | Contract Number: 20F-3645                      |  | Amendment Number: 1 |  |
| Prepared By: Staci Johnston, Executive Director                         |  | Contract Term: January 1, 2020 to May 31, 2022 |  |                     |  |
| Telephone Number: 209-754-6054                                          |  | Contract Amount: \$115,000                     |  |                     |  |
| Date: 11/10/2020                                                        |  | E-mail Address: Sjohnston@co.calaveras.ca.us   |  |                     |  |

| Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES                                             |                     |                                     |                                                           |                                                        |                                                  |
|------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------|-----------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------|
| A<br>No. of Positions                                                                                | B<br>Position Title | C<br>Total Salary for each position | D<br>Percent (%) of CSBG time allocated for each position | E<br>Number of CSBG months allocated for each position | F<br>Total CSBG Funds budgeted for each position |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
|                                                                                                      |                     |                                     |                                                           |                                                        |                                                  |
| Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form) |                     |                                     |                                                           |                                                        |                                                  |

| SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES                                             |                    |             |        |    |             |
|-----------------------------------------------------------------------------------------------|--------------------|-------------|--------|----|-------------|
| 1                                                                                             | Program Specialist | \$48,154.00 | 75.30% | 12 | \$36,259.66 |
|                                                                                               |                    |             |        |    |             |
|                                                                                               |                    |             |        |    |             |
|                                                                                               |                    |             |        |    |             |
|                                                                                               |                    |             |        |    |             |
|                                                                                               |                    |             |        |    |             |
|                                                                                               |                    |             |        |    |             |
|                                                                                               |                    |             |        |    |             |
|                                                                                               |                    |             |        |    |             |
| Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form) |                    |             |        |    | \$36,280    |

| FRINGE BENEFITS                                                                                                                                                    |            |                                                                    |                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------|-------------------------------------------------------------|
| Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.) | Percentage | Section 10 Administrative Costs<br>List CSBG funds Budgeted Line 2 | Section 20 Program Costs<br>List CSBG funds Budgeted Line 2 |
| Fringe Benefits costs; FICA, SSI, Health Insurance & Worker's Compensation                                                                                         | 18.00%     |                                                                    | \$8,740.00                                                  |
|                                                                                                                                                                    |            |                                                                    |                                                             |
|                                                                                                                                                                    |            |                                                                    |                                                             |
|                                                                                                                                                                    |            |                                                                    |                                                             |
| TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)                                                                                                  |            |                                                                    | \$8,740                                                     |

State of California  
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 CSBG Budget Support – Non Personnel Costs  
 CSD 425.1.2 (Rev. 10/19)

### CSBG BUDGET SUPPORT – NON PERSONNEL COSTS

|                                                                                    |                                                       |                            |
|------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------|
| Contractor Name: <u>Sub-contractor-Mariposa County Health &amp; Human Services</u> | Contract Number: <u>20F-3845</u>                      | Amendment Number: <u>1</u> |
| Prepared By: <u>Staci Johnston, Executive Director</u>                             | Contract Term: <u>January 1, 2020 to May 31, 2022</u> |                            |
| Telephone Number: <u>209-754-6054</u>                                              | Contract Amount: <u>115,000</u>                       |                            |
| Date: <u>11/10/2020</u>                                                            | E-mail Address: <u>Sjohnston@co.calaveras.ca.us</u>   |                            |

*Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.*

| LIST EACH LINE ITEM<br>Totals must match CSD 425.S Budget Summary form<br>Attach additional sheet(s) if necessary                                                                                                            | CSBG                                                                                       |                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                              | Section 10:<br>Administrative Costs                                                        | Section 20:<br>Program Costs                                                                               |
| List all Operating Expenses                                                                                                                                                                                                  | 3<br><small>sum should equal total on line item 3 of CSD 425.S Budget Summary form</small> | 3<br><small>sum should equal total on line item 3 of CSD 425.S Budget Summary form</small>                 |
| List all Equipment Purchases                                                                                                                                                                                                 | 4<br><small>sum should equal total on line item 4 of CSD 425.S Budget Summary form</small> | 4<br><small>sum should equal total on line item 4 of CSD 425.S Budget Summary form</small>                 |
| List all Out-of-State Travel: Name of conference; Specify location; Cost per trip                                                                                                                                            | 5<br><small>sum should equal total on line item 5 of CSD 425.S Budget Summary form</small> | 5<br><small>sum should equal total on line item 5 of CSD 425.S Budget Summary form</small>                 |
| List all Contract/Consultant Services                                                                                                                                                                                        | 6<br><small>sum should equal total on line item 6 of CSD 425.S Budget Summary form</small> |                                                                                                            |
| List all Subcontractor/Consultant Services<br><br>Mariposa County Health & Human Services to provide direct services for housing rental & mortgage assistance program; intake and outreach for Grace fund CARES Act program. |                                                                                            | 6<br><small>sum should equal total on line item 6 of CSD 425.S Budget Summary form</small><br><br>\$70,000 |
| Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):                                                                                                               | Section 10: Administrative Costs                                                           | Section 20: Program Cost                                                                                   |
| i                                                                                                                                                                                                                            |                                                                                            |                                                                                                            |
| ii                                                                                                                                                                                                                           |                                                                                            |                                                                                                            |
| iii                                                                                                                                                                                                                          |                                                                                            |                                                                                                            |
| iv                                                                                                                                                                                                                           |                                                                                            |                                                                                                            |
| Total Other Costs (Sum of i, ii, iii, iv):                                                                                                                                                                                   | 7<br><small>sum should equal total on line item 7 of CSD 425.S Budget Summary form</small> | 7<br><small>sum should equal total on line item 7 of CSD 425.S Budget Summary form</small>                 |

Attachment: Exhibits A through D (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)

State of California  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
CSBG Budget Support – Other Agency Operating Funds  
CSD 425 1.3 (10/19)

**CSBG Budget Support -- Other Agency Operating Funds**[illegible]



State of California  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
CSBG Budget Support -- Other Agency Operating Funds  
CSD 425 1.3 (10/19)

## CSBG Budget Support -- Other Agency Operating Funds

[illegible]

State of California  
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 CSBG Contract Budget Narrative  
 CSD 425 1.4 (Rev. 10/19)

### CSBG Contract Budget Narrative

|                                                                                    |                                                       |                            |
|------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------|
| Contractor Name: <u>Sub-Contractor-Mariposa County Health &amp; Human Services</u> | Contract Number: <u>20F-3645</u>                      | Amendment Number: <u>1</u> |
| Prepared By: <u>Staci Johnston, Executive Director</u>                             | Contract Term: <u>January 1, 2020 to May 31, 2022</u> |                            |
| Telephone Number: <u>209-754-6054</u>                                              | Contract Amount: <u>\$115,000</u>                     |                            |
| Date: <u>11/10/2020</u>                                                            | E-mail Address: <u>Sjohnston@co.calaveras.ca.us</u>   |                            |

#### Budget Narrative

Mariposa County Health & Human Services: Sub-contractor: Program Costs-Housing Specialist position \$36,260 salary and \$8,740 benefits. Direct housing rental assistance and mortgage assistance for outreach, intake, application, screening for eligibility and processing of payment to assist Mariposa residents contracted amount: \$70,000. A total of \$5,000 have been contracted towards Housing Specialist position for outreach, intake, application and screening to refer clients to Grace Fund program administered by CMCAA.

Attachment: Exhibits A through D (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)

## CSBG BUDGET SUPPORT - PERSONNEL COSTS

**Attachment: Exhibits A through D (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)**

|                   |                                                        |                  |                                 |                   |   |
|-------------------|--------------------------------------------------------|------------------|---------------------------------|-------------------|---|
| Contractor Name:  | Sub-contractor-Marinosa County Health & Human Services | Contract Number: | 20F-3645                        | Amendment Number: | 1 |
| Prepared By:      | Staci Johnston, Executive Director                     | Contract Term:   | January 1, 2020 to May 31, 2022 |                   |   |
| Telephone Number: | 209-754-6054                                           | Contract Amount: | \$115,000                       |                   |   |
| Date:             | 11/10/2020                                             | E-mail Address:  | Sjohnston@co.calaveras.ca.us    |                   |   |

[illegible][illegible]

| Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.) | Percentage | Section 10<br>Administrative<br>Costs<br>List CSBG funds<br>Budgeted Line 2 | Section 20<br>Program Costs<br>List CSBG funds<br>Budgeted Line 2 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------|
|                                                                                                                                                                    |            |                                                                             |                                                                   |
|                                                                                                                                                                    |            |                                                                             |                                                                   |
|                                                                                                                                                                    |            |                                                                             |                                                                   |
|                                                                                                                                                                    |            |                                                                             |                                                                   |
|                                                                                                                                                                    |            |                                                                             |                                                                   |
| TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)                                                                                                  |            |                                                                             |                                                                   |



**Exhibit D: Quarterly Reports**  
**CSGB CARES ACT Grant CONTRACT NUMBER: 20F-3645**

**Community Services Block Grant (CSBG) 2020 Narrative Report**

**Grant Period: January 1- May 31, 2022**

**Submit to: Staci Johnston, CMCAA Director at [SJohnston@co.calaveras.ca.us](mailto:SJohnston@co.calaveras.ca.us)**

**-Due by the 15<sup>th</sup> of the month following the end of reporting quarter-**

**Name of Agency:** \_\_\_\_\_

**Name of Person Completing Report:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Program Name** \_\_\_\_\_

**Quarterly Period:** (check period)

|                  |                          |
|------------------|--------------------------|
| January- March   | <input type="checkbox"/> |
| April- June      | <input type="checkbox"/> |
| July- September  | <input type="checkbox"/> |
| October-December | <input type="checkbox"/> |

**Program Report Narrative:**

- a) Number of clients to serve on track, projection of services, changes in housing needs identified, other information that affects housing service(s) results
  
- b) Describe program progress, successes, gaps, challenges, innovative solutions, new/current partnerships, alignment of efforts, outreach, special needs identified etc. that have impacted program services.
  
- c) Identify partnerships being leveraged to support program services and outcomes: (Agency name/county, type of partnership, services)-Add additional lines, if needed.

| Agency Name/County                  | Type of Partnership<br>(Program, collaborative, MOU) | Services<br>(case management, planning, resources) |
|-------------------------------------|------------------------------------------------------|----------------------------------------------------|
| Ex: ABC D/V Shelter/Mariposa County | Emergency Shelter Provider for D/V Victims           | Temporary/emergency housing and case management    |
|                                     |                                                      |                                                    |
|                                     |                                                      |                                                    |
|                                     |                                                      |                                                    |

**Exhibit D: Quarterly Reports**  
**CSGB CARES ACT Grant CONTRACT NUMBER: 20F-3645**

- d) Fund(s) leveraged through in-kind, match, volunteer, and/or supplemental funds to support Community Services Block Grant (CSBG) program outcomes.

| Name of Staff/Agency                                                       | # of Staff<br>Hours/Volunteer<br>Hours | Type of<br>funding/Program<br>(Local, State, Fed, other) | Total \$ funds<br>leveraged |
|----------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------|-----------------------------|
| Ex: Linda Smith/Calaveras HHSA<br>Eligibility Department (Social Services) | 520 hours (25% FTE)                    | Local/AB109 housing<br>program                           | \$16,640                    |
|                                                                            |                                        |                                                          |                             |
|                                                                            |                                        |                                                          |                             |
|                                                                            |                                        |                                                          |                             |
|                                                                            |                                        |                                                          |                             |

**Data Report:**

**COMPLETE CMCAA Module 3 and Module 4 and attach to this report on a quarterly basis.**

**Narrative and Data Spreadsheet must be submitted to:**

Staci Johnston, Director  
[Sjohnston@co.calaveras.ca.us](mailto:Sjohnston@co.calaveras.ca.us)  
 209-754-6054

State of California  
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 CSBG Contract Budget Summary  
 CSD 425.S (Rev.10/19)

### CSBG CONTRACT BUDGET SUMMARY

|                                                                         |                                                                                                |                     |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------|
| Contractor Name: Sub-contractor-Mariposa County Health & Human Services | Contract Number: 20F-3645                                                                      | Amendment Number: 1 |
| Prepared By: Staci Johnston, Executive Director                         | Contract Term: January 1, 2020 to May 31, 2022                                                 |                     |
| Telephone Number: 209-754-6054                                          | Contract Amount: \$115,000                                                                     |                     |
| Date: 11/10/2020                                                        | E-mail Address: <a href="mailto:Sjohnston@co.calaveras.ca.us">Sjohnston@co.calaveras.ca.us</a> |                     |

| SECTION 10: ADMINISTRATIVE COSTS                                                                                 |                              |                                             |
|------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------|
| Line Item                                                                                                        | Description                  | CSBG Funds<br>(round to the nearest dollar) |
| 1                                                                                                                | Salaries and Wages           |                                             |
| 2                                                                                                                | Fringe Benefits              |                                             |
| 3                                                                                                                | Operating Expenses           |                                             |
| 4                                                                                                                | Equipment                    |                                             |
| 5                                                                                                                | Out-of-State Travel          |                                             |
| 6                                                                                                                | Contract/Consultant Services |                                             |
| 7                                                                                                                | Other Costs                  |                                             |
| 8                                                                                                                | Disaster                     |                                             |
| <b>Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)</b> |                              |                                             |

| SECTION 20: PROGRAM COSTS                 |                                   |                                             |
|-------------------------------------------|-----------------------------------|---------------------------------------------|
| Line Item                                 | Description                       | CSBG Funds<br>(round to the nearest dollar) |
| 1                                         | Salaries and Wages                | \$36,260.00                                 |
| 2                                         | Fringe Benefits                   | \$8,740.00                                  |
| 3                                         | Operating Expenses                |                                             |
| 4                                         | Equipment                         |                                             |
| 5                                         | Out-of-State Travel               |                                             |
| 6                                         | Subcontractor/Consultant Services | \$70,000.00                                 |
| 7                                         | Other Costs                       |                                             |
| 8                                         | Disaster                          |                                             |
| <b>Subtotal Section 20: Program Costs</b> |                                   | <b>\$115,000.00</b>                         |

|                                                                                                                               |                     |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount.</b> | <b>\$115,000.00</b> |
| <b>SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG</b>                                                    |                     |
| <b>SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)</b>                                                  | <b>\$115,000.00</b> |
| <b>SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)</b>                                       |                     |

Attachment: Exhibits A through D (RES-2021-117 : Approve Amendment to Current CSBG Sub-Recipient Agreement)



**Exhibit D: Quarterly Reports**  
**CSGB CARES ACT Grant CONTRACT NUMBER: 20F-3645**

**Community Services Block Grant (CSBG) 2020 Narrative Report**

Grant Period: January 1- May 31, 2022

Submit to: Staci Johnston, CMCAA Director at [SJohnston@co.calaveras.ca.us](mailto:SJohnston@co.calaveras.ca.us)

-Due by the 15<sup>th</sup> of the month following the end of reporting quarter-

Name of Agency: \_\_\_\_\_

Name of Person Completing Report: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Program Name \_\_\_\_\_

Quarterly Period: (check period)

|                  |                          |
|------------------|--------------------------|
| January- March   | <input type="checkbox"/> |
| April- June      | <input type="checkbox"/> |
| July- September  | <input type="checkbox"/> |
| October-December | <input type="checkbox"/> |

**Program Report Narrative:**

- a) Number of clients to serve on track, projection of services, changes in housing needs identified, other information that affects housing service(s) results
- b) Describe program progress, successes, gaps, challenges, innovative solutions, new/current partnerships, alignment of efforts, outreach, special needs identified etc. that have impacted program services.
- c) Identify partnerships being leveraged to support program services and outcomes: (Agency name/county, type of partnership, services)-Add additional lines, if needed.

| Agency Name/County                  | Type of Partnership<br>(Program, collaborative, MOU) | Services<br>(case management, planning, resources) |
|-------------------------------------|------------------------------------------------------|----------------------------------------------------|
| Ex: ABC D/V Shelter/Mariposa County | Emergency Shelter Provider for D/V Victims           | Temporary/emergency housing and case management    |
|                                     |                                                      |                                                    |
|                                     |                                                      |                                                    |
|                                     |                                                      |                                                    |

**Exhibit D: Quarterly Reports**  
**CSGB CARES ACT Grant CONTRACT NUMBER: 20F-3645**

**d) Fund(s) leveraged through in-kind, match, volunteer, and/or supplemental funds to support Community Services Block Grant (CSBG) program outcomes.**

| <b>Name of Staff/Agency</b>                                                | <b># of Staff<br/>Hours/Volunteer<br/>Hours</b> | <b>Type of<br/>funding/Program<br/>(Local, State, Fed, other)</b> | <b>Total \$ funds<br/>leveraged</b> |
|----------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------|-------------------------------------|
| Ex: Linda Smith/Calaveras HHSA<br>Eligibility Department (Social Services) | 520 hours (25% FTE)                             | Local/AB109 housing<br>program                                    | \$16,640                            |
|                                                                            |                                                 |                                                                   |                                     |
|                                                                            |                                                 |                                                                   |                                     |
|                                                                            |                                                 |                                                                   |                                     |
|                                                                            |                                                 |                                                                   |                                     |

**Data Report:**

**COMPLETE CMCAA Module 3 and Module 4 and attach to this report on a quarterly basis.**

**Narrative and Data Spreadsheet must be submitted to:**

Staci Johnston, Director  
[Sjohnston@co.calaveras.ca.us](mailto:Sjohnston@co.calaveras.ca.us)  
 209-754-6054



# MARIPOSA COUNTY

Planning • 209-966-5151



D.10

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointments Creative Placemaking Strategy Advisory Committee

---

## **RECOMMENDATION AND JUSTIFICATION:**

Appoint District III Supervisor Marshall Long and District V Supervisor Miles Menetrey, as Ex-Officio Non-Voting Members to the Creative Placemaking Strategy Advisory Committee (CPSAC) for Terms to Expire February 29, 2024.

Per Resolution No. 2019-525 membership on the CPSAC includes "Two (2) Ex-Officio (non-voting) members from the Board of Supervisors membership."

Both Long and Menetrey have expressed interest and agreed to serve on this Committee.

Procedural note: Supervisor Long's current term ends January 3, 2023. If Supervisor Long is re-elected, there will be no change to this committee appointment. If Supervisor Long is not re-elected, a vacancy will exist on the CPSAC as of January 3, 2023 and another supervisor will need to be appointed.

## **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

**August 20, 2020:** Board received a presentation on the progress of the Creative Placemaking Master Plan.

**September 10, 2019:** Resolution No. 2019-525 adopted, amending the Creative Placemaking Strategy Advisory Committee (increasing membership).

**August 7, 2018:** Resolution No. 2018-387 adopted, approving the submittal of an application to the NEA (National Endowment for the Arts) Our Town Grant Program to fund preparation of a countywide creative placemaking master plan, an application which was successful.

**January 16, 2018:** Past Board members Jones and Cann were appointed to this committee as Ex-Officio (non-voting) members.

**January 16, 2018:** Resolution No. 218-26 adopted, establishing the Creative Placemaking Strategy Advisory Committee, and establishing the purpose of the committee to:

## Agenda Item - No Resolution Requested 2021-32

- a. Assist staff in pursuing grant funding and other resources to support a consultant-led process to develop a Creative Placemaking Strategy (CPS);
- b. Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the establishment of a CPS;
- c. Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to: identify existing placemaking resources and opportunities, and recommend projects, programs and policies needed to efficiently implement the General Plan and Economic Vitality Strategy's placemaking goals;
- d. Support the work of staff and/or consultant in the development, approval and implementation of a CPS: the CPS shall facilitate the implementation of the 2006 General Plan's placemaking goals, and address the creative placemaking aspects of the Economic Vitality Strategy, and the CPS shall identify, evaluate and recommend the implementation of feasible placemaking projects, programs and policies that are addressed in the General Plan; and
- e. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not appointing ex-officio members who are willing to serve may result in a lack of expertise and guidance at CPSAC meetings.

.

### **FINANCIAL IMPACT:**

**None**

**RESULT:**     **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**     Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Planning • 209-966-5151



D.11

## **RESOLUTION - ACTION REQUESTED 2021-118**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Appointment of Planning Commissioner for District II (Supervisor Sweeney)

---

### **RECOMMENDATION AND JUSTIFICATION:**

Appoint Leo J. (Jack) Wilmeth as Planning Commissioner, Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025 (Supervisor Sweeney).

This action is based on the recommendation of the District II Supervisor who, under County Code Section 2.52.030, nominates one or more candidates to represent his or her district for appointment by the board of supervisors.

Mr. Wilmeth meets the qualifications for a Planning Commissioner as established by County Code Sections 2.52.010 and 2.52.020. He resides within District II, is a qualified elector of Mariposa County and has expressed interest in serving on the Mariposa County Planning Commission.

This position has been advertised according to the Maddy Act.

Notifications of vacancy were first posted on November 3, 2020, reposted on November 16, 2020 (due to an error) and again posted on January 12, 2021.

Since the most recently posted notice of vacancy on January 12, 2021, a total of three applications have been received for this position: Leo J. (Jack) Wilmeth, Shannon Poe and James Rhodes.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board of Supervisors appoints Planning Commissioners upon the nomination of the District Supervisor.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not appoint District II Supervisor's nominated candidate and leave District II without representation on the Planning Commission.

**ATTACHMENTS:****210105 wilmeth redact (PDF)****210106 poe redact(PDF)****210108 rhodes redact (PDF)****PUBLIC INPUT - Email from Mary Anne and David Taylor (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Wayne Forsythe, District IV Supervisor**SECONDER:** Rosemarie Smallcombe, District I Supervisor**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey





# MARIPOSA PLANNING

COUNTY OF MARIPOSA

5100 BULLION STREET • POST OFFICE BOX 2039

MARIPOSA, CALIFORNIA 95338-2039

209 . 966 . 5151 • FAX 209 . 742 . 5024

## SUPPLEMENTAL QUESTIONS FOR APPLICATION FOR PLANNING COMMISSIONER

Please submit a completed standard application form along with this supplement for consideration.

*Qualifications: Applicant needs to be a qualified elector and reside within the Supervisorial District (see map).*

Name of Applicant: Leo J. Wilmeth Application for District: 2

Do you reside in the District? Yes Are you a qualified elector in the District? Yes

Statement of Interest – Why do you wish to serve on this Commission? What motivates you to consider public service as a Planning Commissioner?

A desire to add value to the community and county by bringing my experiences in plans  
planning, construction, safety, and public communications to the County.

Having experienced a close personal loss in 2019, I now have a great deal of time on  
my hands, and want to spend some of that time in service to the County.

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

I was the project manager and operations officer for the Vietnam Veterans of Oregon

Memorial Fund in Portland, Oregon. In 1986, as I stepped into the position, the Fund was  
\$500,000 in debt, with the city officials very upset and developing opposition to the

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiastic manner resulting in a well-planned rural environment.

Supplemental Questions for Planning Commission Application

Page 2

project. Within six months, I had established a cadre of volunteer and cost-only participants, balanced the budget, and saw the project completed by November 1987.

**Time Commitment** – To serve effectively, a certain amount of time is needed. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Preparation time is required prior to meetings.

Please confirm that you will be able to accommodate the Planning Commission in your schedule. Please describe any time constraints that would prevent you from attending Planning Commission Meetings on a regular basis, or from spending the time necessary before meetings to review the extensive materials which can be part of the agenda packets.

I have no time commitments except for the need to be home every night for my animals.

If evening meetings are needed, I can make accommodations to attend.

**Conflict of Interest** – If appointed to the Planning Commission, are you aware of any current activities, interests or associations of that you are involved with that might conflict with your unbiased service on the Commission? Please explain how you would resolve any apparent conflicts.

I have no conflicts of interest.

Additional sheets may be attached to the application to respond to the questions. A resume or letter of interest may also be attached to the application.

The completed application must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors Rene' LaRoche at [rlaroche@mariposacounty.org](mailto:rlaroche@mariposacounty.org). If you have any questions regarding Planning Commission responsibilities or qualifications please contact the Planning Department at 209-966-5151.

  
Signature

05 JAN 2020  
Date

Attachment: 210105 wilmeth redact (RES-2021-118 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))



**RECEIVED** County of Mariposa

JAN 28 2021 5100 Bullion Street  
P.O. Box 784  
Mariposa, CA 95338

BOARD OF SUPERVISORS (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:  
Planning Commission

Supervisory District in which you Reside: 2

Length of Residency in the County: 18 yrs +

First Name:  
Leo

Last Name:  
Wilmeth

Mailing Address:

Email:

Are you Over 18 Years of Age:  
Yes

Employment Status: Retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:  
N/A

Please explain why you wish to serve on this Board/Commission/Committee:

Have a voice in the future of Mariposa County while bringing my past construction and safety experience to add value to the commission

Please list prior/current appointments to other Boards/Commissions/Committees:

None

**INSTRUCTIONS**

Completely fill out this form,  
sign and return to:

Clerk of the Board  
5100 Bullion Street  
P.O. Box 784  
Mariposa, CA 95338

Attachment: 210105 wilmeth redact (RES-2021-118 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))

**NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Project manager, Vietnam Veterans of Oregon Memorial Fund, 1986-1987: Came on board a group that was \$500,000 in debt, managed to develop volunteer and cost-only participants, resulted in Memorial being built in Portland's Forest Park with money left for maintenance.

Fifteen years with Washington and Oregon Highway departments as an inspector on major highway and bridge projects.

Five years with a private consulting firm working with CalTrans on roadway projects primarily as traffic safety and control coordinator.

Twelve years with Teichert Materials and Construction as a construction and mining safety specialist, leading development of safety training programs.

Four years as a noise, dust, and environment testing consultant for Teichert Materials.

One year as a safety consultant to GraniteRock (Watsonville) on all their projects from Big Sur to San Francisco.

Seven years as a charter pilot, instructor, line pilot, and safety representative in general aviation in Pacific Northwest.

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? *NO*

If Yes, please explain:

Resumé  
Attached:  
Yes

Time(s) you have available to attend meetings (days,  
evenings, etc.):  
any

Do you have transportation?  
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: *05 JAN 2020*

Signature:

*[Handwritten Signature]*

**NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**



# MARIPOSA PLANNING

COUNTY OF MARIPOSA  
5100 BULLION STREET • POST OFFICE BOX 2039  
MARIPOSA, CALIFORNIA 95338-2039  
209 . 966 . 5151 • FAX 209 . 742 . 5024

RECEIVED

JAN 15 2021

Mariposa County Planning Department

## Supplement for Planning Commissioner Application

RECEIVED

JAN 20 2020

### Qualifications for Planning Commission:

1. Applicant needs to be a qualified elector within the District, and
2. Applicant must reside within the District

BOARD OF SUPERVISORS

Please complete and submit this with your application.

Time Commitment – To serve effectively, time is needed to prepare for and attend meetings. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Time is required to prepare for meetings, including reviewing meeting packets (which can, at times, be extensive). Finally, time is required for training. Planning Commissioners are required to receive training in ethics and sexual harassment prevention.

Please describe any time constraints that would prevent you from serving effectively:

None

The completed application and supplement must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors René LaRoche at [rlaroche@mariposacounty.org](mailto:rlaroche@mariposacounty.org). If you have any questions regarding Planning Commission responsibilities or qualifications please contact the Planning Department at 209-966-5151. Additional sheets may be attached to respond to questions, submit a resume or submit a letter of interest.

By signing this application, I hereby confirm that:

1. I am able to accommodate Planning Commission in my schedule.
2. I am a qualified elector in the District.
3. I reside within the District.

Applicant's Signature

2

District

1-6-21

Date

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiastic manner resulting in a well-planned rural environment.





Application for Appointment to Mariposa County  
**BOARDS, COMMISSIONS AND COMMITTEES**

<http://www.mariposacounty.org/index.aspx?NID=119>

**County of Mariposa**

5100 Bullion Street  
 P.O. Box 784  
 Mariposa, CA 95338

(209) 966-3222

Name of Board, Commission or Committee for which you are applying:

*Planning Commissioner*

Supervisory District in which you Reside:

*2*

Length of Residency in the County:

*14 years*

First Name:

*Shannon*

Last Name:

*Poe*

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

*yes*

Employment Status:

*Self*

Employer's Name:

*Self*

Employer's Address:

*Same*

Day Telephone Number:

Cell Phone Number:

*Same*

Please explain why you wish to serve on this Board/Commission/Committee:

*My interest is to serve my community and communicate to them what is happening in the county.*

Please list prior/current appointments to other Boards/Commissions/Committees:

*None with government.*

**INSTRUCTIONS**

Completely fill out this form,  
 sign and return to:

Clerk of the Board  
 5100 Bullion Street  
 P.O. Box 784  
 Mariposa, CA 95338

**NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I have 20+ years of public speaking experiences on civil rights issues, public lands and mining rights.

I have worked closely with government agencies for many years, USFS, BLM, State and Federal legislatures on regulatory issues related to public lands.

I have volunteered many times to help my community to clean up dump sites, help neighbors at my own cost and pride myself on my core values: Integrity, morality and honesty.

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:

NO.

Resumé  
Attached:

Time(s) you have available to attend meetings (days,  
evenings, etc.):

ANY

Do you have transportation?

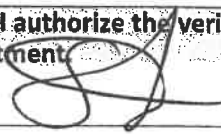
yes

**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: 1-7-21

Signature:



**NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**





# MARIPOSA PLANNING

COUNTY OF MARIPOSA  
5100 BULLION STREET • POST OFFICE BOX 2039  
MARIPOSA, CALIFORNIA 95338-2039  
209 . 966 . 5151 • FAX 209 . 742 . 5024

## SUPPLEMENTAL QUESTIONS FOR APPLICATION FOR PLANNING COMMISSIONER

Please submit a completed standard application form along with this supplement for consideration.

*Qualifications: Applicant needs to be a qualified elector and reside within the Supervisorial District (see map).*

Name of Applicant: James Rhodes Application for District: 2

Do you reside in the District? yes Are you a qualified elector in the District? yes

Statement of Interest – Why do you wish to serve on this Commission? What motivates you to consider public service as a Planning Commissioner?

I want to be part of the positive change for my town utilizing my skills and previous experiences. We desperately need a new direction that includes all residents whereas they feel we are an "one for all" as opposed to an "all for one" system of county government. There is great potential here, but the vast majority of people we have met feel they are out of the loop-I intend to change this. We have a great history, great location, wonderful residents; but, currently lack a vision with a positive plan-there is interest in this and I have the time and motivation to assist in this process.

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

I have held elected public office in Santa Clara County. Nation Board of Directors for the non-profit Operation New Earth. National committees: American Legion & Veterans of Foreign Wars. U.S. State Department assignments....

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiastic manner resulting in a well-planned rural environment.

Attachment: 210108 rhodes redact (RES-2021-118 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))

Supplemental Questions for Planning Commission Application  
Page 2

Time Commitment – To serve effectively, a certain amount of time is needed. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Preparation time is required prior to meetings.

Please confirm that you will be able to accommodate the Planning Commission in your schedule. Please describe any time constraints that would prevent you from attending Planning Commission Meetings on a regular basis, or from spending the time necessary before meetings to review the extensive materials which can be part of the agenda packets.

I am retired devoted to my community and county-I have NO other agenda!

Conflict of Interest – If appointed to the Planning Commission, are you aware of any current activities, interests or associations of that you are involved with that might conflict with your unbiased service on the Commission? Please explain how you would resolve any apparent conflicts.

NO

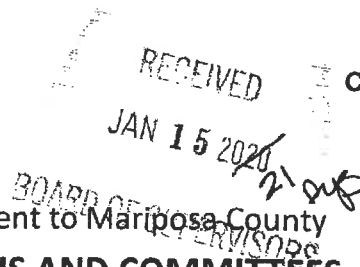
Additional sheets may be attached to the application to respond to the questions. A resume or letter of interest may also be attached to the application.

The completed application must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors Rene' LaRoche at [rlaroche@mariposacounty.org](mailto:rlaroche@mariposacounty.org). If you have any questions regarding Planning Commission responsibilities or qualifications please contact the Planning Department at 209-966-5151.

Signature

Date

9 TOTAL PAGES



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:  
Mariposa County Planning Commission

Supervisory District in which you Reside: Two

Length of Residency in the County: approaching a year

First Name:  
James

Last Name:  
Rhodes

Mailing Address:

Email Address:

Are you Over 18 Years of Age:  
yes

Employment Status: retired

Employer's Name:  
n/a

Employer's Address:  
n/a

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

I wish to see positive change in Coulterville and be a small part of a new direction and a renewed interest in our economic development that values history, preservation, eco-friendly, self sustainable and values the opinions of ALL.

Please list prior/current appointments to other Boards/Commissions/Committees:

Four decades ago I held elected public office in Santa Clara County. Completed two US State Department Fulbright educational tours in Asia. Several national committee appointments: American Legion, Veterans of Foreign Wars...

**NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Apart from being over-educated, or educated beyond my capabilities, I have always been able to work with others utilizing common sense and a purpose of shared values. While in Asia, I was an active member of the Vietnam-American Friendship Association as well as the Vietnamese-American Chamber of Commerce, which worked closely with the United States Chamber of Commerce. To date, I am the only American who has ever worked for: Bao Dien Tu, the Vietnamese government's on line daily; Quan Doi Nhan Dan, the Vietnamese army's on line daily; Vietnam News Agency; Vietnam Television International; Voice of Vietnam. I have also assisted in planning regional conferences (Children's First, hosted in Alabama) and a regional faith based conference held in Sonora, Mexico. Both sets of grandparents were farmers and I grew up on a ranch. Coulterville is my last home and I want to do all I can for the community utilizing the skills and time available to me!

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:

no

Resume  
Attached:  
yes

Time(s) you have available to attend meetings (days,  
evenings, etc.):  
open

Do you have transportation?  
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:

8 JAN 2021

Signature:



**NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**

**Rene LaRoche**

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**From:** Mary Anne Taylor [REDACTED] >  
**Sent:** Tuesday, March 9, 2021 6:44 AM  
**To:** Board Clerk  
**Cc:** Danielle Wardle; Tom Sweeney  
**Subject:** PUBLIC COMMENT CA 11 - March 9, 2021 BOS Meeting

We are writing to endorse Jack Wilmeth as District II Planning Commissioner for Mariposa County. We believe he will understand and fairly represent his District II communities.

Sincerely,  
David and Mary Anne Taylor  
Lake Don Pedro

Attachment: PUBLIC INPUT - Email from Mary Anne and David Taylor (RES-2021-118 : Appointment of Planning Commissioner for District II





# MARIPOSA COUNTY

Probation • (209) 966 3612



D.12

## **RESOLUTION - ACTION REQUESTED 2021-119**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve Contract for Services with Axon Enterprise, Inc.

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a five (5) year Agreement with Axon Enterprise, Inc. for the purpose of purchase and implementation of Body Worn Cameras in an amount not to exceed \$52,090.53; and Authorize the Chief Probation Officer to Sign the Agreement.

The Mariposa County Probation Department is implementing a body worn camera program for the Probation Officers. Body worn cameras are commonly used in law enforcement to capture contact with the public, which memorializes these activities to assist in a variety of platforms.

The body worn camera program implementation includes ten (10) Axon body worn cameras, all necessary accessories including docking stations for charging/uploads and a five (5) year maintenance and data storage agreement. The agreement includes ongoing customer support and protected storage of digital evidence for court use. It also allows for two equipment and technology upgrades during the period of the contract without additional cost. The upgrades provide for longevity and continuity of the program at the end of the contract by minimizing up-front costs on the successive agreement(s).

It is believed that law enforcement body worn cameras will eventually be mandated in the state of CA, however; the Mariposa County Probation Department recognizes the many benefits to this program and believes it is appropriate to introduce this technology now. The use of AB 109-Community Corrections funds to purchase and support this technology shows the progressiveness of this Office and it's conscious effort to help support the County's funds for other priorities that benefit our community.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board has continued to support proactive advancements in technology for increased public service.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If the Board does not support this Agreement, the Probation Department will not be able to implement the body worn camera system which may increase the risk of liability and potential costs of litigation.



**FINANCIAL IMPACT:**

**There is no financial impact to the general fund. The program will be funded by the AB 109 -Community Corrections Budget.**

**ATTACHMENTS:**

**Mariposa County Probation MSPA (2) (PDF)**

**Q-272243-44229.661BN (2) (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

**1 Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

**2 Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

**3 Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

**4 Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

**5 Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

**6 Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

## 7 Warranty.

**7.1 Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

**7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

**7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken on non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

**7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

**8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

**9 Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

## Master Services and Purchasing Agreement

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnatee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

## Master Services and Purchasing Agreement

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 19 General.

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**
**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: Mariposa County Probation MSPA (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)





## Master Services and Purchasing Agreement

### Axon Cloud Services Terms of Use Appendix

#### 1 **Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency’s account or Agency Content, or if

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020



## Master Services and Purchasing Agreement

account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.  
  
Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.



## Master Services and Purchasing Agreement

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
  - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020



## Master Services and Purchasing Agreement

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Cloud Services Restrictions.

Attachment: Mariposa County Probation MSPA (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)



## Master Services and Purchasing Agreement

### Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

#### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

#### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the



## Master Services and Purchasing Agreement

Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 8 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Attachment: Mariposa County Probation MSPA (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)





## Master Services and Purchasing Agreement

### Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Agency must make any missed payments due to the termination before Agency may



## Master Services and Purchasing Agreement

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purchase any future TAP or OSP.

Attachment: Mariposa County Probation MSPA (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)



# AXON

## Mariposa County Probation Dept. - CA

**AXON SALES REPRESENTATIVE**

Billy Nichols

+1 602769347

bnichols@axon.com

**ISSUED**

2/1/202

Q-272243-44229.661BN

Issued: 02/01/2021

Quote Expiration: 04/01/2021

Account Number: 318525

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

## SALES REPRESENTATIVE

Billy Nichols

Phone: +1 6027693479

Email: bnichols@axon.com

Fax:

## PRIMARY CONTACT

Ryan Oliphant

Phone: (209) 742-1290

Email: roliphant@mariposacounty.org



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

## SHIP TO

Ryan Oliphant  
Mariposa County Probation Dept. - CA  
5091 Bullion Street  
Mariposa, CA 95338  
US

## BILL TO

Mariposa County Probation Dept. - CA  
P. O. Box 76  
Mariposa, CA 95338  
US

## Year 1

| Item                             | Description                                   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|-----------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |                                               |               |          |                 |                |             |
| 73683                            | 10 GB EVIDENCE.COM A-LA-CART STORAGE          | 60            | 10       | 0.00            | 0.00           | 0.00        |
| 73840                            | EVIDENCE.COM BASIC ACCESS LICENSE             | 60            | 10       | 0.00            | 0.00           | 0.00        |
| 73683                            | 10 GB EVIDENCE.COM A-LA-CART STORAGE          | 60            | 6        | 0.00            | 0.00           | 0.00        |
| 73746                            | PROFESSIONAL EVIDENCE.COM LICENSE             | 60            | 2        | 0.00            | 0.00           | 0.00        |
| <b>Hardware</b>                  |                                               |               |          |                 |                |             |
| 73202                            | AXON BODY 3 - NA10                            |               | 10       | 699.00          | 699.00         | 6,990.00    |
| 74210                            | AXON BODY 3 - 8 BAY DOCK                      |               | 2        | 1,495.00        | 1,495.00       | 2,990.00    |
| 70033                            | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK   |               | 2        | 43.90           | 43.90          | 87.80       |
| 74028                            | WING CLIP MOUNT, AXON RAPIDLOCK               |               | 15       | 0.00            | 0.00           | 0.00        |
| 11534                            | USB-C to USB-A CABLE FOR AB3 OR FLEX 2        |               | 10       | 0.00            | 0.00           | 0.00        |
| 87063                            | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT     | 12            | 10       | 336.00          | 336.00         | 3,360.00    |
| 87062                            | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12            | 2        | 354.00          | 354.00         | 708.00      |
| 75015                            | SIGNAL SIDEARM KIT                            |               | 10       | 249.00          | 249.00         | 2,490.00    |
| 71044                            | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK   |               | 20       | 0.00            | 0.00           | 0.00        |
| <b>Other</b>                     |                                               |               |          |                 |                |             |
| 73827                            | AB3 CAMERA TAP WARRANTY                       | 60            | 10       | 0.00            | 0.00           | 0.00        |

Attachment: Q-272243-44229.661BN (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)

## Year 1 (Continued)

| Item                     | Description                                                 | Term (Months) | Quantity | List Unit Price | Net Unit Price     | Total (USD) |
|--------------------------|-------------------------------------------------------------|---------------|----------|-----------------|--------------------|-------------|
| <b>Other (Continued)</b> |                                                             |               |          |                 |                    |             |
| 71019                    | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK |               | 2        | 0.00            | 0.00               | 0.00        |
| 73828                    | AB3 8 BAY DOCK TAP WARRANTY                                 | 60            | 2        | 0.00            | 0.00               | 0.00        |
| 73841                    | EVIDENCE.COM BASIC LICENSE PAYMENT                          | 12            | 10       | 180.00          | 180.00             | 1,800.00    |
| 73837                    | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT                   | 12            | 2        | 468.00          | 468.00             | 936.00      |
| <b>Services</b>          |                                                             |               |          |                 |                    |             |
| 85144                    | AXON STARTER                                                |               | 1        | 2,750.00        | 2,750.00           | 2,750.00    |
|                          |                                                             |               |          |                 | Subtotal           | 22,111.80   |
|                          |                                                             |               |          |                 | Estimated Shipping | 0.00        |
|                          |                                                             |               |          |                 | Estimated Tax      | 1,501.60    |
|                          |                                                             |               |          |                 | Total              | 23,613.40   |

## Year 2

| Item            | Description                                   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|-----------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |                                               |               |          |                 |                |             |
| 87063           | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT     | 12            | 10       | 336.00          | 336.00         | 3,360.00    |
| 87062           | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12            | 2        | 354.00          | 354.00         | 708.00      |
| <b>Other</b>    |                                               |               |          |                 |                |             |
| 73841           | EVIDENCE.COM BASIC LICENSE PAYMENT            | 12            | 10       | 180.00          | 180.00         | 1,800.00    |
| 73837           | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT     | 12            | 2        | 468.00          | 468.00         | 936.00      |
|                 |                                               |               |          |                 | Subtotal       | 6,804.00    |
|                 |                                               |               |          |                 | Estimated Tax  | 315.20      |
|                 |                                               |               |          |                 | Total          | 7,119.20    |

## Year 3

| Item            | Description                                   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|-----------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |                                               |               |          |                 |                |             |
| 87063           | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT     | 12            | 10       | 336.00          | 336.00         | 3,360.00    |
| 87062           | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12            | 2        | 354.00          | 354.00         | 708.00      |

Attachment: Q-272243-44229.661BN (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)

## Year 3 (Continued)

| Item         | Description                               | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------|-------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Other</b> |                                           |               |          |                 |                |             |
| 73309        | AXON CAMERA REFRESH ONE                   |               | 10       | 0.00            | 0.00           | 0.00        |
| 73689        | MULTI-BAY BWC DOCK 1ST REFRESH            |               | 2        | 0.00            | 0.00           | 0.00        |
| 73841        | EVIDENCE.COM BASIC LICENSE PAYMENT        | 12            | 10       | 180.00          | 180.00         | 1,800.00    |
| 73837        | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12            | 2        | 468.00          | 468.00         | 936.00      |
|              |                                           |               |          |                 | Subtotal       | 6,804.00    |
|              |                                           |               |          |                 | Estimated Tax  | 315.20      |
|              |                                           |               |          |                 | Total          | 7,119.20    |

## Year 4

| Item            | Description                                   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|-----------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |                                               |               |          |                 |                |             |
| 87063           | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT     | 12            | 10       | 336.00          | 336.00         | 3,360.00    |
| 87062           | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12            | 2        | 354.00          | 354.00         | 708.00      |
| <b>Other</b>    |                                               |               |          |                 |                |             |
| 73841           | EVIDENCE.COM BASIC LICENSE PAYMENT            | 12            | 10       | 180.00          | 180.00         | 1,800.00    |
| 73837           | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT     | 12            | 2        | 468.00          | 468.00         | 936.00      |
|                 |                                               |               |          |                 | Subtotal       | 6,804.00    |
|                 |                                               |               |          |                 | Estimated Tax  | 315.20      |
|                 |                                               |               |          |                 | Total          | 7,119.20    |

## Year 5

| Item            | Description                                   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|-----------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |                                               |               |          |                 |                |             |
| 87063           | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT     | 12            | 10       | 336.00          | 336.00         | 3,360.00    |
| 87062           | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12            | 2        | 354.00          | 354.00         | 708.00      |
| <b>Other</b>    |                                               |               |          |                 |                |             |
| 73310           | AXON CAMERA REFRESH TWO                       |               | 10       | 0.00            | 0.00           | 0.00        |
| 73688           | MULTI-BAY BWC DOCK 2ND REFRESH                |               | 2        | 0.00            | 0.00           | 0.00        |
| 73841           | EVIDENCE.COM BASIC LICENSE PAYMENT            | 12            | 10       | 180.00          | 180.00         | 1,800.00    |

Attachment: Q-272243-44229.661BN (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)



## Year 5 (Continued)

| Item              | Description                                  | Term<br>(Months) | Quantity | List Unit<br>Price | Net Unit Price | Total (USD) |
|-------------------|----------------------------------------------|------------------|----------|--------------------|----------------|-------------|
| Other (Continued) |                                              |                  |          |                    |                |             |
| 73837             | EVIDENCE.COM PROFESSIONAL LICENSE<br>PAYMENT | 12               | 2        | 468.00             | 468.00         | 936.00      |
|                   |                                              |                  |          |                    | Subtotal       | 6,804.00    |
|                   |                                              |                  |          |                    | Estimated Tax  | 315.20      |
|                   |                                              |                  |          |                    | Total          | 7,119.20    |
|                   |                                              |                  |          |                    | Grand Total    | 52,090.50   |

Attachment: Q-272243-44229.661BN (2) (RES-2021-119 : Approve Contract for Services with Axon Enterprise, Inc.)

## Summary of Payments

| Payment            | Amount (USD)     |
|--------------------|------------------|
| Year 1             | 23,613.45        |
| Year 2             | 7,119.27         |
| Year 3             | 7,119.27         |
| Year 4             | 7,119.27         |
| Year 5             | 7,119.27         |
| <b>Grand Total</b> | <b>52,090.53</b> |

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Billy Nichols at [bnichols@axon.com](mailto:bnichols@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

|           |          |                                                                         |
|-----------|----------|-------------------------------------------------------------------------|
|           |          | SFDC Contract #:<br><br>Order Type:<br>RMA #:<br>Address Used:<br>SO #: |
| Review 1  | Review 2 |                                                                         |
| Comments: |          |                                                                         |



# MARIPOSA COUNTY

Probation • (209) 966 3612



D.13

## **RESOLUTION - ACTION REQUESTED 2021-120**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve Contract for Services with Lexipol, LLC

---

### **RECOMMENDATION AND JUSTIFICATION:**

Approve an agreement with Lexipol for implementation and up to a five year subscription for Policy Management and Training Platform for the Probation Department, in a total amount not to exceed \$48,723.20; and Authorize the Chief Probation Officer to Sign the Agreement.

Lexipol is America's leading provider of policy management and training platforms for public safety organizations. Lexipol offers policy management solutions to more than 3,300 agencies in 35 states. Lexipol's content is continuously updated to address legislative changes and evolving best practices. Using accountability tools and integrated training, Lexipol provides a cost-effective way for agencies to enhance policy compliance and understanding, allowing leaders to focus more resources on serving their communities.

The attached agreement outlines the services Lexipol will provide to the Mariposa County Probation Department.

Full implementation, policy, policy support, training modules, and annual subscription fee for fiscal year 2020-21 will not exceed \$21,286.40. The subscription rate for the remaining four years of Lexipol services will be \$6,859.20 per year starting July 2021.

There is no immediate impact to the General Fund for the initial implementation as all fees associated with this agreement will be paid through the Probation Department's approved budget.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The County has continually supported improvements to Agency Policy and Procedures.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not support the subscription material agreement with Lexipol and this could increase the risk of liability and potential costs of litigation.

### **FINANCIAL IMPACT:**

**There is no impact to the general fund. Funding will be provided through SB 678 - Community Corrections Budget.**

**ATTACHMENTS:****1-Subscription Fees and Agreement (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Wayne Forsythe, District IV Supervisor**SECONDER:** Rosemarie Smallcombe, District I Supervisor**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Mariposa County Probation Department  
 Agency's Address: 5091 Bullion St  
 Mariposa, California 95338

Attention: Assistant Chief Ryan Oliphant

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
 Frisco, Texas 75034

Prepared By: Kasey Ginn

Effective Date: \_\_\_\_\_  
 (to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Mariposa County Probation Department

Lexipol

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Van Holland

Title: \_\_\_\_\_

Title: Chief Financial Officer

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## EXHIBIT A

## SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Subscription Prorated March  
through June 2021

| QTY                                                            | DESCRIPTION                                                                                                                   | UNIT PRICE   | DISC | DISC AMT          | EXTENDED            |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------|------|-------------------|---------------------|
| 1                                                              | Annual Probation Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 3/1/2021 End: 6/30/2021) | USD 2,858.00 | 20%  | USD 571.60        | USD 2,286.40        |
|                                                                | <b>Subscription Line Items Total</b>                                                                                          |              |      | <b>USD 571.60</b> | <b>USD 2,286.40</b> |
|                                                                |                                                                                                                               |              |      | <b>USD 571.60</b> | <b>USD 2,286.40</b> |
| <b>Subscription Prorated March through June 2021 Discount:</b> |                                                                                                                               |              |      |                   | USD 571.60          |
| <b>Subscription Prorated March through June 2021 TOTAL:</b>    |                                                                                                                               |              |      |                   | USD 2,286.40        |

Implementation - Full

| QTY                                 | DESCRIPTION                      | UNIT PRICE    | DISC | DISC AMT        | EXTENDED             |
|-------------------------------------|----------------------------------|---------------|------|-----------------|----------------------|
| 1                                   | Probation Full Implementation    | USD 19,000.00 |      | USD 0.00        | USD 19,000.00        |
|                                     | <b>One-Time Line Items Total</b> |               |      | <b>USD 0.00</b> | <b>USD 19,000.00</b> |
|                                     |                                  |               |      | <b>USD 0.00</b> | <b>USD 19,000.00</b> |
| <b>Implementation - Full TOTAL:</b> |                                  |               |      |                 | USD 19,000.00        |

Subscription - July 2021

| QTY                                       | DESCRIPTION                                                                                              | UNIT PRICE   | DISC | DISC AMT            | EXTENDED            |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------|------|---------------------|---------------------|
| 1                                         | Annual Probation Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months) | USD 8,574.00 | 20%  | USD 1,714.80        | USD 6,859.20        |
|                                           | <b>Subscription Line Items Total</b>                                                                     |              |      | <b>USD 1,714.80</b> | <b>USD 6,859.20</b> |
|                                           |                                                                                                          |              |      | <b>USD 1,714.80</b> | <b>USD 6,859.20</b> |
| <b>Subscription - July 2021 Discount:</b> |                                                                                                          |              |      |                     | USD 1,714.80        |
| <b>Subscription - July 2021 TOTAL:</b>    |                                                                                                          |              |      |                     | USD 6,859.20        |

\*Probation pricing is based on 12 Probation Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

## EXHIBIT B

## GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year) up to four (4) years, unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.



**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

#### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

## Scope of Services (Exhibit C)

### Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

### Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

### Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

### Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

### Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

### Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

### Full Implementation



Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration



# MARIPOSA COUNTY

Sheriff's Office · 209 966-3615



D.14

## **RESOLUTION - ACTION REQUESTED 2021-121**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieze, Sheriff

RE: Approve Agreement for One School Resource Officer Sheriff's Deputy Position

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### **RECOMMENDATION AND JUSTIFICATION:**

Ratify a 42-Month Agreement with the Mariposa County Unified School District (MCUSD) to Support One Full-Time School Resource Officer (SRO) Position.

Funding to support this position has been secured by Mariposa County Unified School District ("MCUSD") through the California Department of Justice, Division of Law Enforcement. California Healthcare, Research and Prevention Tobacco Tax Act of 2016 were approved by the voters as Proposition 56. The awarded grant has secured funding to support this position for three and a half years, ending December 31st, 2023.

The Mariposa County Sheriff's Office will assign one (1) sworn peace officer to serve as the SRO at Mariposa County schools. The SRO will be assigned to work across all schools of MCUSD, with a primary focus on Mariposa County High School ("MCHS") campus. The SRO will be uniformed and operate a marked patrol vehicle while on duty. The SRO will provide law enforcement services, security, tobacco education, mentoring and counseling of students for all MCUSD school sites and associated school events.

The filling of the Sheriff's School Resource Officer position is a priority interest to enhance school safety and fulfill public safety responsibilities.

This position will be represented by the DSA bargaining unit.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board of Supervisors has previously supported this School Resource Officer position. This is a proactive approach to ensure our staff is appropriately supported.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve the Sheriff's School Resource Officer Agreement with MCUSD, the Sheriff's Office will be unable to staff the position for school campuses, and the MCSO will forego an opportunity for salary and vehicle fuel/maintenance savings totaling

\$468,271.00

**FINANCIAL IMPACT:**

**No impact to the County General Fund. The School Resource Officer Sheriff Deputy position is funded through an awarded grant which will support this position.**

**ATTACHMENTS:**

**MOU for SRO July, 2020 -December 2023 - SIGNED FINAL (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

# AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES BETWEEN

Mariposa County Unified School District

&

The County of Mariposa

This Agreement is made by and between Mariposa County Unified School District (MCUSD) and the County of Mariposa, on behalf of the Mariposa County Sheriff's Office ("Department"), and replaces all prior agreements and understandings between MCUSD and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of July 1, 2020, to be effective until December 31, 2023.

## Recitals

- A. MCUSD and the Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. MCUSD and the Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. MCUSD and the Department desire to promote positive relationships between the school, police, and the community.

MCUSD and the Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by Mariposa County Unified School District's Governing Board and approval by the Mariposa County Board of Supervisors, and shall cover services rendered from July 1, 2020 through December 31, 2023. This Agreement shall remain in effect, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days of written notice in advance.
2. **Scope of Service.** The Department agrees to assign one (1) sworn peace officer to serve as the SRO at Mariposa County schools. The SRO will be assigned to primarily work between all schools of Mariposa County Office of Education and Mariposa County Unified School District (MCUSD), with focus on Mariposa County High School ("MCHS") campus. The SRO will wear the regulation Department uniform and operate a marked Department patrol vehicle while on duty, unless otherwise authorized by a Department supervisor for a specific purpose. The SRO's duties shall include but not be limited to:
  - 2.1 SRO will provide law enforcement expertise to assist the school staff in maintaining campus safety at school sites. The SRO will additionally serve as a resource for professional development, with classroom instruction provided for certificated teachers, creating other presentations on gang awareness, substance abuse, tobacco, and/or other safety topics. The curriculum to be presented will be provided by or approved by MCUSD prior to use.

2.2 The SRO's investigation and questioning of students at school shall be limited to offenses related to operation during the school day or occurring at the school grounds or at school events.

2.3 The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.

2.4 The SRO will coordinate enforcement details targeting truancy with MCUSD administration and assist faculty and staff in the development of proactive truancy enforcement programs.

2.5 The SRO will participate in home visits to student truants along with outreach workers and monthly meetings of the Student Attendance Review Board (SARB) to coordinate with other truancy prevention related services.

2.6 With prior supervisor approval, the SRO will coordinate enforcement details with campus staff targeting students and problem areas involving vandalism, narcotics, tobacco, weapons on school grounds, fighting, loitering, etc. The SRO will work with staff and the surrounding business community to target problems on or off campus involving students.

2.7 The SRO will assist school staff with the development of yearly safety plan updates, practice drills and implementation of the school's safety plan.

2.8 The SRO may participate in the weekly school staff meeting and have weekly contact with school administrators.

2.9 The SRO will be available to assist staff with issues regarding mandated reporting and referrals to the Mariposa County Human Services Department.

2.10 The SRO will provide quarterly reports to MUCSD regarding the number of citations, home visits, student and parent contacts, staff and classroom presentations; the SRO will attend coalition meetings, and other related activities.

2.11 The SRO will establish consistent and uniform methods to recognize and support youth who contribute to their community, family, school and/or make a positive behavior change.

2.12 The SRO will establish or enhance a cross-age and peer education component for assistance during the delivery of various education programs at diminishing violence, crime, drug/alcohol/tobacco abuse.

2.13 The SRO may develop a family network for support (modeled after the neighborhood watch program for more effective in rural areas where houses may not be in close proximity) and neighborhood suppression programs as appropriate.

2.14 The SRO may pursue a substance abuse prevention/early intervention and violence reduction educational component for in-school suspensions.

2.15 The SRO may provide early group interventions for alcohol, drug and tobacco abuse and enhance and expand the family/adult/alcohol/drug/tobacco abuse consultation.

2.16 The SRO may institute community work days for all youth who have violated school policy, defaces property or have repeated tardiness and unexcused absences.

2.17 The SRO may implement mandatory family involvement for repeat youth offenders, potentially requiring a family member to attend class with the student.

2.18 The SRO may formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property. The SRO will develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug / tobacco abuse prevention education and shall provide these presentations at the request of MCUSD in accordance with the established curriculum.

2.19 The SRO encourages individual and small group discussions about law enforcement matters with students, faculty, community and parents.

2.20 The SRO may attend meetings of parent and faculty groups to solicit support and understanding of the School Resource Officer program for the school and to promote awareness of law enforcement functions on the campus and how it benefits not only the students but the local community.

2.21 The SRO may investigate alleged criminal law violations occurring in the school or on school property. The SRO may assist other law enforcement officers with outside investigations concerning student(s) attending the school to which the SRO is assigned.

2.22 The SRO may participate in the Parent-Teacher-Student Group Meetings and other applicable meetings. The SRO may with the Sheriff's approval and written scope of service by the school prior to the event assist in providing security for the school at school events or other special functions.

2.23 The SRO may establish a close public safety liaison with school principals, faculty, community and students assisting to prevent future juvenile delinquency.

2.24 The SRO may provide added security of the school campus such as foot patrols of the school campus, halls, lunch rooms, etc., ensuring a safe , secure and orderly learning environment for the community, students, teachers and staff.

2.25 The SRO may confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus.

2.26 The SRO may in his or her discretion, take law enforcement action as necessary.



2.27 The SRO may counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal, faculty or by the parent of the students.

2.28 The SRO may inform the students of their rights and responsibilities as lawful citizens. The SRO shall be available to answer questions and listen to concerns that students may have on juvenile law and justice.

2.29 The SRO shall be aware at all time of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

2.30 The SRO may serve as a member of applicable student committees.

2.31 The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, social service agencies, etc. and may make referrals as appropriate.

2.32 The SRO shall reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. The uniform will be also worn at events where it will enhance the image of the officers and their abilities to perform the duties.

3. **Student Discipline.** The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus. The SRO will provide a quarterly report to MCUSD regarding the number of citations, home visits, student and parent contacts, and staff and classroom presentations. The SRO will attend coalition meetings, and provide athletic supervision, and other related activities.

4. **Hours of Employment.** The SRO will work full time, except for annual leave allowances, during the normal school year schedule. For purposes of this agreement, "normal school year schedule" means the dates and times when school is in regular session and during which students are required to attend. "Normal school year schedule" does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break. When school is not in regular session, the SRO will be assigned to the Mariposa County Sheriff's Department.

5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. MCUSD may provide input regarding the selection of the SRO.

6. **Program Criteria.** MCUSD and the Department will work collaboratively to be responsive to evolving school and law enforcement requirements.

7. **Training and Supervision.** The SRO shall receive his or her work assignments from the Department and shall be supervised in the performance of SRO duties by the Sheriff of Mariposa County or his or her designee. The Department shall be responsible

for training the SRO according to applicable law enforcement standards. The Superintendent of MCUSD or his or her designee will provide the Sheriff with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Sheriff or his or her designee.

8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of MCUSD. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.

9. **Student Records.**

9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance of SRO duties on behalf of MCUSD. The SRO shall therefore be allowed access to student records, but MCUSD remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and any other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school, for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by MCUSD policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, MCUSD may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

9.3. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offense.

10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, any substance abuse records, and juvenile case file information may be provided to the MCUSD Superintendent or his or her designee. In addition to providing such information directly to MCUSD Superintendent, the SRO may provide such information to the principal of the school in which a minor student is enrolled and the principal shall be a designee of the Superintendent for the receipt of such information.

11. **Costs.** In exchange for the provision of SRO services, MCUSD shall pay the Department, a total not to exceed \$468,271 as follows:

11.1. One hundred percent (100%) of the SRO's salary and benefits, not to exceed \$462,271 (\$54,585 July 1, 2020 - December 31, 2020; \$65,462 January 1, 2021 - June 30, 2021, \$135,834 in 2021-22, \$140,928 in 2022-2023 and \$65,462 July 1, 2023 - December 31, 2023), as determined by the Mariposa County Board of Supervisors and subject to any approved increases. This amount shall be covered by the projected budget provided in the Tobacco Law Enforcement Grant Award.

11.2 The fuel and maintenance of the SRO's Department issued vehicle, a total not to exceed \$6,000 (\$1,000 in January 1 - June 30, 2021, \$2,000 in 2021-22, \$2,000 in 2022-2023 and \$1,000 in July 1 - December 31, 2023.)

11.3 MCUSD will reimburse directly to the Deputy, assigned as the SRO to MCUSD for any reimbursable travel conference expenditures, (in accordance with MCUSD travel rates, policies and procedures), which have been preapproved by MCUSD Educational Services Department.

11.4 The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRO position.

11.5 It is the intent of the parties that MCUSD shall only pay for the actual amount of time during which the SRO, or a replacement SRO provided by the Sheriff in his discretion, performs SRO duties.

11.6 Department shall invoice MCUSD quarterly for services rendered each quarter. Invoices shall be directed to the Educational Services Department.

12. **Feedback and Evaluation.** MCUSD and the Department agree on the importance of evaluating the SRO program. MCUSD and the Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

13. **Discrimination.** Neither MCUSD nor the Department shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation.

14. **Indemnification.**

14.1 MCUSD shall indemnify, defend, and hold harmless the Department, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of MCUSD, its officers, agents, employees, or anyone directly or indirectly acting on behalf of MCUSD.

14.2 The Department shall indemnify, defend, and hold harmless MCUSD, its officers, agents and employees from and against any and all claims, losses, liabilities or

damages, demands and actions. Including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its elected officials, officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.

14.3 It is the intention of MCUSD and the Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.

Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

15. **Applicable Laws.** The Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.

16. **Amendments.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between MCUSD and the Department regarding the subject matter of this agreement and supersedes all previous SRO agreements.

18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California or applicable federal law, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

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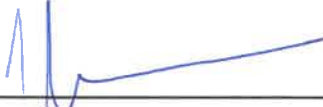
19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To: Mariposa County Sheriff's Office  
5099 Old Hwy N  
PO Box 276  
Mariposa, CA. 95338

To: Mariposa County Unified School District  
5082 Old Hwy N  
PO Box 8  
Mariposa, CA. 95338

The parties have executed this Agreement on the date written below.

**Mariposa County Office of Education and Mariposa County Unified School District**

By:   
\_\_\_\_\_  
Jeff Aranguena, Superintendent

Date: 2.11.21 

**County of Mariposa, on behalf of the Mariposa County Sheriff's Office**

By:   
\_\_\_\_\_  
Jeremy Briese, Sheriff

Date: 1/20/2021



# MARIPOSA COUNTY

Public Works • 209 966 5356



D.15

## **RESOLUTION - ACTION REQUESTED 2021-122**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorization to Award - Emergency Power Shutoff Generator Plug in Installation Project

---

### **RECOMMENDATION AND JUSTIFICATION:**

Authorize the Director, Public Works & Transportation to Advertise and Accept Bids for the Emergency Power Generation Plug in Project.

This project will fund the installation of emergency generator plug in receptacles at both County and School District Facilities. This Project is funded through a grant from PG&E and is associated with their Emergency Power Shutoff Program.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The County received a grant from PG&E for these type of project services.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Should this not be approved the grant award will expire and this opportunity will be lost.

### **ATTACHMENTS:**

**RFP Project Power Resiliency 2021 (PDF)**

**RESULT: ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey





## Mariposa County Department of Public Works

Roads – Parks & Recreation – Facilities - Airport  
Engineering – Surveying – Transportation – Utility Operations  
Fleet Maintenance – Solid Waste - Cemeteries

4639 Ben Hur Road  
Mariposa, CA 95338  
(209) 966-5356 office  
(209) 966-2828 fax  
[www.mariposacounty.org](http://www.mariposacounty.org)

*Team, Service, Stewardship*

January 2021 (TBD)

### **REQUEST FOR PROPOSALS** **Installation of Generator Connector Wiring** **At Various Public Buildings** **Project # 0128-2104**

Mariposa County Public Works is seeking interested and qualified Contractors to bid on this new project that will provide connector wiring at (6) facilities in the County. This will enable the County to install future generators (separate from this project) for use during emergency conditions, at the following locations: (1) Mariposa County Hall of Records, (2) Mariposa County Administration, (3) Mariposa Elementary School, (4) Mariposa County High School, (5) Coulterville High/ Greeley Hill Elementary School, and (6) Spring Hill Administration Office.

The County expects this project to be completed during Spring 2021.

The Work shall include all items required to provide a complete electrical installation at each building location. The pricing for Parts "A" and "B" are to be submitted together, for each facility Bid Schedule.

The following are the expected deliverables:

#### **PART 'A': DESIGN & PERMIT COST PROPOSAL**

Provide a construction cost proposal for each building/facility that provides generator connector wiring at the building main electrical panel so that all essential functions can be provided by a future generator. Include any/all assumptions and exclusion to cover items not thoroughly known prior to commencement of construction. The cost should be determined by a licensed electrical contractor and should include all required tasks and materials needed to provide the required generator Connector Wiring.

#### **PART 'B': COST OF INSTALLATION**

The contractor shall perform all required modifications to the building electrical panels and will install the appropriate connectors, ready for the future generator installation.

The contractor will be expected to obtain all required permits from the County Building Department. The Public Works Department will assist the contractor in the preparation of required documents that support the permit application (ie. Aerial, site plan, photographs).

Only (1) contractor will be selected for the overall project. The county may decide not to move forward on individual project locations. However, the contractor's proposal must provide a signed bid schedule at each of the (6) facility locations. An **OPTIONAL** BID-WALK will be arranged at a date to be determined. Any information gained in the BID-WALK will be provided in a future addendum.

The written proposal submittal shall include the completed Bid Sheets. The Deadline for submittals is 2:00pm on TBD. The proposals must be received at Public Works. Email submittals will not be accepted. Any questions should be directed to: [gbrown@mariposacounty.org](mailto:gbrown@mariposacounty.org)

**MARIPOSA COUNTY PUBLIC WORKS  
BID SCHEDULE & ACKNOWLEDGEMENT**

*County Building Installation of Generator Connector Wiring  
Project # 0128-2104*

**LOCATION #1 – MARIPOSA COUNTY HALL OF RECORDS**

| ITEM | ITEM DESCRIPTION              | AMOUNT |
|------|-------------------------------|--------|
| A    | DESIGN & PERMIT COST PROPOSAL |        |
| B    | COST OF INSTALLATION          |        |

BID SCHEDULE TOTAL, IN FIGURES: \$ \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER (PRINT): \_\_\_\_\_

CONTRACTOR COMPANY NAME & LICENSE: \_\_\_\_\_

**ASSUMPTIONS AND EXCLUSIONS:**

(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**MARIPOSA COUNTY PUBLIC WORKS  
BID SCHEDULE & ACKNOWLEDGEMENT**

*County Building Installation of Generator Connector Wiring  
Project # 0128-2104*

**LOCATION #2 – MARIPOSA COUNTY ADMINISTRATION**

| ITEM | ITEM DESCRIPTION              | AMOUNT |
|------|-------------------------------|--------|
| A    | DESIGN & PERMIT COST PROPOSAL |        |
| B    | COST OF INSTALLATION          |        |

BID SCHEDULE TOTAL, IN FIGURES: \$ \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER (PRINT): \_\_\_\_\_

CONTRACTOR COMPANY NAME & LICENSE: \_\_\_\_\_

**ASSUMPTIONS AND EXCLUSIONS:**

(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**MARIPOSA COUNTY PUBLIC WORKS  
BID SCHEDULE & ACKNOWLEDGEMENT**

*County Building Installation of Generator Connector Wiring  
Project # 0128-2104*

**LOCATION #3 – MARIPOSA ELEMENTARY SCHOOL GYM**

| ITEM | ITEM DESCRIPTION              | AMOUNT |
|------|-------------------------------|--------|
| A    | DESIGN & PERMIT COST PROPOSAL |        |
| B    | COST OF INSTALLATION          |        |

BID SCHEDULE TOTAL, IN FIGURES: \$ \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER (PRINT): \_\_\_\_\_

CONTRACTOR COMPANY NAME & LICENSE: \_\_\_\_\_

**ASSUMPTIONS AND EXCLUSIONS:**

(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**MARIPOSA COUNTY PUBLIC WORKS  
BID SCHEDULE & ACKNOWLEDGEMENT**

*County Building Installation of Generator Connector Wiring  
Project # 0128-2104*

**LOCATION #4 – MARIPOSA COUNTY HIGH SCHOOL GYM**

| ITEM | ITEM DESCRIPTION              | AMOUNT |
|------|-------------------------------|--------|
| A    | DESIGN & PERMIT COST PROPOSAL |        |
| B    | COST OF INSTALLATION          |        |

BID SCHEDULE TOTAL, IN FIGURES: \$ \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER (PRINT): \_\_\_\_\_

CONTRACTOR COMPANY NAME & LICENSE: \_\_\_\_\_

**ASSUMPTIONS AND EXCLUSIONS:**

(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**MARIPOSA COUNTY PUBLIC WORKS  
BID SCHEDULE & ACKNOWLEDGEMENT**

*County Building Installation of Generator Connector Wiring  
Project # 0128-2104*

**LOCATION #5 – COULTERVILLE/GREELEY HILL ELEMENTARY SCHOOL GYM**

| ITEM | ITEM DESCRIPTION              | AMOUNT |
|------|-------------------------------|--------|
| A    | DESIGN & PERMIT COST PROPOSAL |        |
| B    | COST OF INSTALLATION          |        |

BID SCHEDULE TOTAL, IN FIGURES: \$ \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER (PRINT): \_\_\_\_\_

CONTRACTOR COMPANY NAME & LICENSE: \_\_\_\_\_

**ASSUMPTIONS AND EXCLUSIONS:**

(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



**MARIPOSA COUNTY PUBLIC WORKS  
BID SCHEDULE & ACKNOWLEDGEMENT**

*County Building Installation of Generator Connector Wiring  
Project # 0128-2104*

**LOCATION #6 – SPRING HILL ADMINISTRATION OFFICE**

| ITEM | ITEM DESCRIPTION              | AMOUNT |
|------|-------------------------------|--------|
| A    | DESIGN & PERMIT COST PROPOSAL |        |
| B    | COST OF INSTALLATION          |        |

BID SCHEDULE TOTAL, IN FIGURES: \$ \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER (PRINT): \_\_\_\_\_

CONTRACTOR COMPANY NAME & LICENSE: \_\_\_\_\_

---

**ASSUMPTIONS AND EXCLUSIONS:**

(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**MARIPOSA COUNTY PUBLIC WORKS**  
*County Building Installation of Generator Connector Wiring*  
*Project # 0128-2104*

**LOCATION #1 –MARIPOSA COUNTY ADMINISTRATION**

**MARIPOSA COUNTY PUBLIC WORKS**  
*County Building Installation of Generator Connector Wiring*  
*Project # 0128-2104*

**LOCATION #2 – MARIPOSA COUNTY HALL OF RECORDS**

**MARIPOSA COUNTY PUBLIC WORKS**  
*County Building Installation of Generator Connector Wiring*  
*Project # 0128-2104*

**LOCATION #3 – MARIPOSA ELEMENTARY SCHOOL MULTI PURPOSE  
ROOM**

**MARIPOSA COUNTY PUBLIC WORKS**  
*County Building Installation of Generator Connector Wiring*  
*Project # 0128-2104*

**LOCATION #4 – MARIPOSA COUNTY HIGH SCHOOL GYM**

**MARIPOSA COUNTY PUBLIC WORKS**  
*County Building Installation of Generator Connector Wiring*  
*Project # 0128-2104*

**LOCATION #5 – COULTERVILLE HIGH/ GREELEY HILL ELEMENTARY  
SCHOOL GYM**

**MARIPOSA COUNTY PUBLIC WORKS**  
*County Building Installation of Generator Connector Wiring*  
*Project # 0128-2104*

**LOCATION #6 – SPRING HILL ADMINISTRATION OFFICE**



LOCATION #2 – MARIPOSA COUNTY HALL OF RECORDS

LOCATION #3 – MARIPOSA ELEMENTARY SCHOOL MULTI PURPOSE ROOM

LOCATION #4 – MARIPOSA COUNTY HIGH SCHOOL GYM

LOCATION #5 – COULTERVILLE HIGH/ GREELEY HILL ELEMENTARY SCHOOL GYM

LOCATION #6 – SPRING HILL ADMINISTRATION OFFICE



# MARIPOSA COUNTY

Planning • 209-966-5151



G.1

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Award Agreement to Wallace, Roberts, and Todd, LLC for Integrated Mobility and Housing Strategy

---

## **RECOMMENDED ACTION AND JUSTIFICATION:**

Approve an Agreement with Wallace, Roberts, and Todd, LLC (WRT) to Develop the Integrated Mobility and Housing Strategy in an Amount Not to Exceed \$229,455; and Authorize the Local Transportation Commission Chair to Sign the Agreement.

In September 2020, Planning Department staff released a Request for Proposals (RFP) to identify qualified interdisciplinary teams to assist the development of the Integrated Mobility and Housing Strategy (IMHS). Qualified responses were received on October 5, 2020. The Planning Department developed criteria on which to evaluate the responses, and selected two finalists to advance to the final round of evaluation.

The two selected finalists developed full proposals for the project, and gave short teleconference presentations, after which they were interviewed by the project's advisory committee. The committee included members of the Housing Programs Advisory Committee, county administration staff, county planning staff and representatives of the Yosemite Conservancy and Yosemite National Park. Based on their qualifications, proposals, and interviews, the committee determined a unanimous recommendation of WRT. Accordingly, the advisory committee recommends that the LTC contract with WRT for conduct of the Integrated Mobility and Housing Strategy.

## **BACKGROUND AND HISTORY OF COMMISSION ACTIONS:**

Resolution LTC 2019-24 (October 8, 2020) authorized the Planning Department to submit an application for Caltrans FY 2020-21 Sustainable Communities Transportation Planning Grant to develop a Coordinated Mobility and Housing Strategy in partnership with Yosemite National Park; approved a letter of support and authorize the LTC chair to sign the Letter; and authorized the Local Transportation Commission Chair to sign the grant Agreement. This grant application was successful, and the 2020-2021 Overall Work Program (OWP) was amended and approved accordingly.

## **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Commission could decide to:

- a) Select none of the consultants who responded to the RFP. Resulting delay would likely jeopardize funding and project completion.

## Local Transportation Commission 2021-9

- b) Select a different consultant than recommended by the CAC. Resulting delay should not jeopardize funding and project completion.

### **FINANCIAL IMPACT:**

A commitment of staff time to the project is equivalent to at least \$31,049. This is considered a cash match; however, it will not result in a financial impact to the General Fund (staff positions supporting the project are funded). This commitment of staff time constitutes the county's match for the Caltrans Sustainable Communities grant program, which is funding the project, and is a requirement of the grant. The entirety of the contract amount (\$229,455) is comprised of grant funds awarded to the county through a competitive process.

### **ATTACHMENTS:**

**IMHS Request for Qualifications (PDF)**

**Integrated Mobility and Housing Strategy RFP (PDF)**

**210224 Professional Services Agreement - Signed (PDF)**

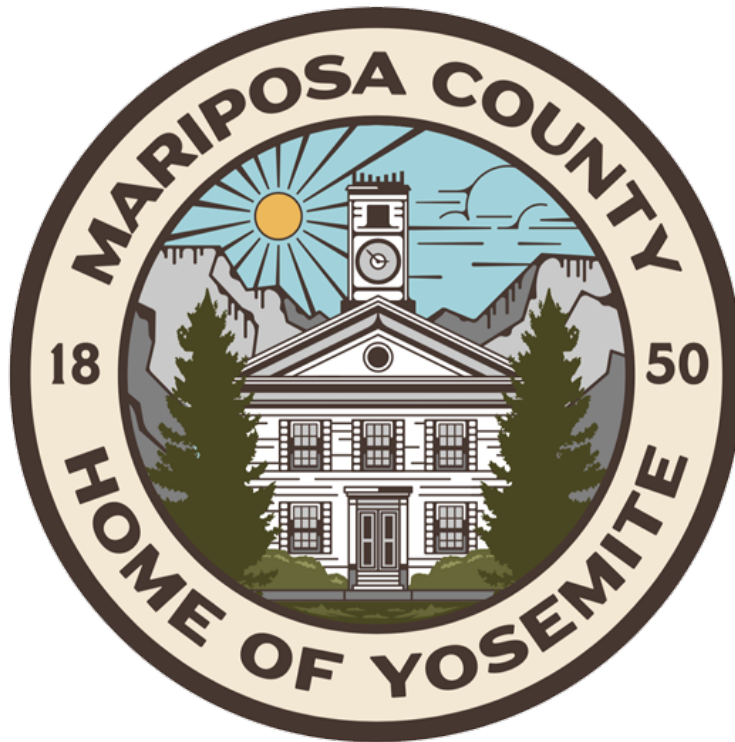
**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Tom Sweeney, District II Supervisors

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

## Mariposa County Planning Department



### REQUEST FOR QUALIFICATIONS *Mariposa County Integrated Mobility and Housing Strategy*

September 4, 2020

Mariposa County Planning Department  
PO Box 2039  
5100 Bullion Street  
Mariposa, CA 95338  
209-966-5151

## Mariposa County Board of Supervisors

### SUPERVISORS

|                         |                        |
|-------------------------|------------------------|
| Rosemarie Smallcombe:   | Supervisor, District 1 |
| Merlin Jones:           | Supervisor, District 2 |
| Marshall Long:          | Supervisor, District 3 |
| Kevin Cann, Vice Chair: | Supervisor, District 4 |
| Miles Menetrey, Chair:  | Supervisor, District 5 |

### Planning Department Staff

Sarah Williams, PLA, Director  
Mikey Goralnik, PLA, AICP, Community Design and Development Planner

## **REQUEST FOR QUALIFICATIONS**

*Mariposa County Integrated Mobility and Housing Strategy*

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## Mariposa County Integrated Mobility and Housing Strategy

### I. Project Overview

#### A. Description

The Mariposa County Integrated Mobility and Housing Strategy (IMHS) will combine stakeholder engagement and a range of analytical techniques to identify a pragmatic strategy for developing coordinated workforce housing and mobility projects in Mariposa County. A partnership between Mariposa County and Yosemite National Park, this collaborative effort will evaluate the suitability of strategic sites for medium- and high-density housing outside of the park, determine the mobility enhancements needed to connect future housing nodes with employment opportunities within the park, and recommend a strategy for jointly implementing the housing and mobility investments needed to connect where Mariposans live to where they work. By aligning enhancements in mobility (including both regional transit and active transportation modes) with future investments in a range of appropriate housing types, this project will result in a better connected, more livable, and equitable rural community. The project is funded by a grant from the [Caltrans FY 20-21 Sustainable Communities Grant Program](#).

The IMHS will both facilitate development of integrative housing and mobility projects, and promote enhancements to existing transportation infrastructure to better serve residents in Mariposa's disadvantaged communities. The County intends to gather public input through interactive stakeholder and community workshops that will drive the planning process. Once completed, the strategy will lead to implementation and development of integrative housing and transit projects as well as existing transportation enhancements that serve its workforce and disadvantaged communities.

The Planning Department is looking for interdisciplinary consultant teams that can collaborate with the project partners to successfully deliver the IMHS. Given the flexible project deliverables and the pandemic-related uncertainty for both the project's planning context and process, the Planning Department expects a dynamic project development process that occurs in tandem with the hired consultant. Our partnership seeks consultant teams who are eager to collaborate with our community. Primary project objectives are to:

- Develop a set of recommendations for integratively developing new housing in Mariposa County for Yosemite National Park personnel, and providing more effective mobility services to and from the park for Mariposa County residents\* employed there
- Establish effective connections between employment opportunities in Yosemite National Park and residential areas elsewhere in Mariposa County\* that A) increase transit ridership, B) reduce vehicle miles traveled, and C) increase safety on CA-140.
- Examine opportunities for aligning housing and mobility solutions for park personnel with strategies for addressing housing and mobility issues for other Mariposa County residents\* and visitors.
- Explore options for modifying existing fleet of transit vehicles to result in more fuel efficient transit options
- Recommend strategies for improving active transportation connectivity between future investments in housing and mobility hubs in Mariposa County\*



- Investigate opportunities for implementing green building and environmental design techniques for increasing water quality, groundwater recharge, promoting energy efficiency, and reducing greenhouse gas emissions associated with recommended transit-oriented development.

\*This project will explicitly focus on recommended investments in Mariposa County. However, given the regional nature of the mobility and housing issues that the IMHS will grapple with, it will be important for the final deliverable to acknowledge that solutions outside of the county's jurisdiction, such as in Tuolumne County, will also play a role in aligning gateway livability goals with NPS operations objectives.

## B. Background

Rural Mariposa County occupies 1,463 square miles of the Sierra Nevada foothills, sitting at the western gateway to Yosemite National Park, ("YNP" or "the Park"), which is a major economic driver for the region, and one of its largest employers. However, housing has long been a critical issue for park operations and sustainability, creating significant systemic issues for the Park and Mariposa County. In-park housing is available for only a limited proportion of the workforce, and there is a disparity between service-worker wages and cost of non-subsidized housing, particularly for units that will accommodate families. It should also be noted that a high percentage of workforce housing assigned to the primary park concessioner (currently Yosemite Hospitality – Aramark) does not meet building codes and would not be permitted outside the boundaries of the park. The majority of those not housed in provided housing reside in Mariposa County gateway communities. This represents a significant proportion of the county's 17,800 residents.

In general, housing throughout Mariposa County is also deficient in both quantity and quality, and is dispersed throughout the county in rural areas unconnected to transportation. The County's most recent housing element shows that Mariposa, like many counties, is not producing sufficient housing to meet its needs or state mandates. In addition to existing housing needs, the Park's Merced River Plan requires that a significant number of park workforce housing units shift to gateway communities where safe and sanitary living conditions can be guaranteed; this reduction in housing supply will only worsen the current lack of workforce housing in the county. The low density land use patterns of existing county housing present challenges for participation in transit; current transportation options do not meet the needs of residents desiring to connect to public transportation for their daily work commutes into the Park. For example, lack of quality housing, coupled with long commute times, negatively affect the Park's ability to attract and retain employees. The Yosemite workforce fluctuates seasonally; it consists of 800 National Park Service (NPS) employees in summer (400 winter) and 1,600 hospitality employees in summer (800 winter). Additional Yosemite workforce employees come from Park partners such as Yosemite Conservancy, NatureBridge, and others.

Current transportation options in Mariposa County are inadequate for workforce needs and do not support the County's desire for a sustainable community. According to the most recent NPS employee survey (2019), 32% of respondents said that they live in private housing not near their work location and another 8% said they live in park housing but not near their work location. Consequently, approximately 40% of survey respondents said they commute, 31% have a commute longer than 40 minutes, and 32% of employees specifically mentioned the commute as a negative factor in their work experience. The majority of Park workers drive alone to get to work (62.1%), while 12.9% carpool, and 9.2% telecommute/work from home; only 2.4% take public transportation. YNP workforce participation in transit is low; only 28 employees received a public transit subsidy from the U.S. Department of Transportation, a financial incentive intended to encourage participation in commuting

alternatives. YNP employee surveys consistently attribute low transit ridership to the inadequate number and frequency of runs and overall inconvenience of this transit mode. Mariposa County residents on the whole spend an average of 28 minutes on their commute to work, compared to a national average of 25 minutes and a 26 minute average for surrounding communities (Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne Counties). In addition, roughly 8% of County residents “super commute”, spending 90 minutes or more on their daily commute to work. Employees in the town of Mariposa have longer commute times on average (36.5 minutes), and one in five (21%) have “super commutes”.

Meanwhile, Park visitation has reached all-time highs in the past three years, keeping traffic congestion and frustration for commuters and park visitors at all-time highs. Over 90% of visitors, averaging 3,156 through Mariposa daily, arrive by private vehicles and only 6% arrive by transit; 17 tour buses per day travel through Mariposa. Annual travel to the park is estimated to have increased by approximately 1 million visitors from 2015 to 2016 and has remained above 4 million since 2017. Annual car counts at the SR-140 Arch Rock entrance, which is accessible through the town of Mariposa, averaged 44,982/month, and 404,838 cars total through October, already exceeding totals for 2018 and exceeding totals seen in October 2016. Amenities (restrooms and staging for any mode shift) are extremely limited. Yosemite Area Transit Service (YARTS) currently makes six runs between Merced/Mariposa/Yosemite in the winter and eight runs in the summer on a daily basis. Only 6% percent of visitors use YARTS, while 92 percent of visitors travel by car, contributing to idling vehicles, notorious congestion at the SR-140 entrance, and diminished resident and visitor morale. Interestingly, 84% of Yosemite visitors highly rate availability and utility of the shuttle loop service provided by the Park Service. Approximately 92% of visitors obtain information several weeks or months prior to visiting the County, and 69% of visitors stayed overnight outside the park prior to a visit. Mariposa is among the top three Foothill communities for overnight stays.

These data collectively imply that a mode shift to shuttle service or other group transportation will be effective within Mariposa County for a significant percentage of both visitors and workforce commuters if transit service, parking and staging are provided as part of an integrated transportation solution. The proposed project will address this deficiency by planning the implementation of transit-oriented development, with housing and transportation that connects Mariposa and other key county gateway communities with its major workforce center – Yosemite National Park. Park worksites within Mariposa County currently include: El Portal Administrative Site, Arch Rock, Yosemite Valley, Badger Pass, Glacier Point, Wawona and the South Entrance Station. The need to integrate transportation, mobility, and active transportation with housing solutions has been identified as a critical remaining link for sustainable community development. This is essential not only for reducing GHG emissions and VMT, but also promoting the health benefits of active transportation to Mariposa County’s Citizens.

## II. Related Projects and Information

### A. Transportation, Mobility, and Connectivity

Transportation for the county is at a turning point, with several foundational planning documents already in place to inform transit oriented development for the County. Previous Caltrans Sustainable Transportation Planning grants funded the visioning of a transit hub in downtown Mariposa ([Transportation Center and Active Transportation Feasibility Study, 2019](#)) and a comprehensively planned active transportation network, with the Mariposa Creek Parkway as its key feature ([Mariposa Creek Parkway Master Plan, 2019](#)). Additional key documents include the 2012 Mariposa County Bicycle Pedestrian Transportation Plan and 2017 Regional Transportation Plan, which can be accessed at the [Public Works Department's website](#).

Additionally, the consequences of the disconnect between mobility and housing are particularly acute for low-income and disadvantaged communities. The majority of lower wage, seasonal food, retail and service jobs are located either in the Town of Mariposa or Yosemite National Park; 60% of these jobs are related to tourist spending. The income from these jobs is 60% lower than the County Median Income. As of 2015, 482 people below the poverty level utilized transportation services provided by Mariposa Transit. The [Mariposa County Needs Assessment \(2019\)](#) identifies multiple issues with these transportation resources currently available to residents (dial-a-ride service and limited public transportation options). This poses challenges for residents in this rural county, particularly for those residing in more remote areas, seniors, and special needs community members requiring greater regional connectivity along the SR-140 and SR-49 corridors to connect with critical service providers.

### B. Housing

The County recently (2018) completed a [Housing Program Implementation Strategy](#), which expresses a range of priority actions needed to take to address systemic issues associated with housing in Mariposa County. A principal recommendation of the Strategy is that new housing will be located within the Town of Mariposa to meet workforce needs and the needs of special populations, where infrastructure and services are more readily available. Additional essential information related to the County's housing goals and vision are included in the [draft Housing Element](#) of the Mariposa County General Plan (2019).

### III. Anticipated Workflow and Deliverables

The project is anticipated to follow the following workflow, with milestones indicated below. Dates are flexible and will likely change based on selected consultant's recommendations, but the project must be completed by 6/1/2023.

#### Phase 1: Initiate (January 2021)

- Develop Stakeholder Engagement Protocols to guide community dialogue approach
  - Mariposa County and Yosemite National Park are committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in County and/or Park planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team, who will coordinate with the Transportation Center Citizens Advisory Committee and the Housing Programs Advisory Committee to identify approaches and techniques that will be appropriate and effective in our unique community context. However, anticipated baseline strategies will include multi-lingual outreach materials, opportunities for online engagement, and decentralized "meeting in a box" materials.

#### Phase 2: Explore (August 2021)

- Define planning context
  - The selected consultant team's first task will be to analyze the relevant planning documents, studies, and other milestone documents related to housing in multi-scalar, multi-modal mobility in Mariposa County and Yosemite. Understanding these prior planning efforts and their outcomes will allow the consultant team to define the planning context in which the Integrated Mobility and Housing Strategy will occur, and set the stage for more informed and robust stakeholder engagement in future tasks.
- Collect Community Perspectives
  - With assistance from Mariposa County staff and Yosemite National Park, the consultant team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation in future tasks in the project. Participants in these dialogues will be targeted towards stakeholders with advanced knowledge and/or implementation responsibilities related to regional housing and mobility issues, and will emphasize the needs and perspectives of disadvantaged community members.
- Summarize baseline conditions
  - After defining the planning context in which the Integrated Mobility and Housing Strategy occurs, and connecting with essential stakeholders to gain a qualitative understanding of the specific regional housing and mobility issues plaguing this segment of Mariposa County's workforce, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for both housing and related transit services to support that housing in Mariposa County for Yosemite National Park Personnel, functioning as a needs assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks.

#### Phase 3: Expand (February 2022)

- Draft development and stakeholder prioritization of preliminary Housing and Mobility projects
  - Having established benchmarks and performance measures for needed residential and mobility investments in the prior phase, the consultant team will next propose a preliminary

vision for potential projects on 10-20 strategic sites in Mariposa County. The sites will be recommended to the consultant team by the partnership. Our partnership fully expects the ideas generated to be preliminary, and the materials to be used to stimulate and structure community dialogue in subsequent project tasks.

For each potential site, the consultant team will propose a strategy for providing the transportation investments needed to provide adequate mobility for potential future residents to and from employment opportunities in Yosemite. We anticipate that strategies may vary depending on site location, and could be site specific or could suggest larger, more systemic enhancements to regional transportation infrastructure. These might include:

- enhancements to existing regional transit functions
- opportunities for innovation, such as rideshare or use of alternative fuels
- linkages to existing active recreation networks

Additionally, for each potential site, the consultant team will provide recommendations for development products that are appropriate for the individual site contexts. Recommendations will include conceptual proposals related to building scale and mass--but not more detailed physical characteristics, like articulation, form, or materiality.

#### **Phase 4: Express (August 2022)**

- Detailed development of priority Housing and Mobility projects
  - Having shared and collected and summarized community input on the preliminary housing and mobility projects in the prior phase, the consultant team will further develop the project concepts for priority sites. This deliverable will incorporate the takeaways from the prior phase, providing additional detail related to the residential development and according mobility improvements for each priority site. As in the prior phase, the ideas generated through this task are draft materials, intended to stimulate and organize additional stakeholder reaction and feedback. In particular, the consultant team will advance (and, at a subsequent stage, solicit community feedback on) the site-specific conceptual design related to the following project topics at this stage:
    - Aesthetic considerations, including material palettes, landscaping, and other community design topics
    - Building performance criteria, including green building considerations, wildfire risk reduction capacity, and other opportunities to innovate with new building technologies and design principles
    - Viability of site-specific mobility enhancements for each prioritized site
- Assemble project implementation strategy
  - In addition to providing more specific materials with which to engage the community at the next step of the project, the progressive detail provided at this stage will allow the consultant team to provide realistic information to support implementation of each of the draft projects. This information will be compiled into a site-specific implementation strategy for each of the prioritized draft projects, and, if necessary, a cross-cutting strategy of regional implementation actions. As with elsewhere in the project, the implementation strategy will initially be considered a draft, and used to stimulate and organize additional discussion with project stakeholders. The format of the Draft Implementation Strategy will be determined in conjunction with the selected consultant team, and will be incorporated into the final Integrated Mobility and Housing Strategy deliverable. Anticipated content includes:
    - conceptual cost estimates

- project timelines
- project partners and key responsibilities
- compliance strategy, including displacement mitigation actions (if necessary)
- recommended funding mechanisms

### Phase 5: Execute (January 2023)

- Produce and adopt final Integrated Mobility and Housing Strategy
  - Using the feedback collected during the previous phase, the consultant team will refine the draft Project Concepts report and draft Implementation Strategy report, and consolidate these updated deliverables with materials produced in previous phases into a cohesive booklet, in both digital and physical formats. This will serve as the draft Integrated Mobility and Housing Strategy that summarizes the key takeaways from each task, specifically:
    - The values and principles which informed the stakeholder engagement protocols, and the techniques used to facilitate community engagement throughout the project
    - The baseline conditions that serve as the project's context, and the benchmarks and targets stemming from that context
    - The methodology used to identify and ultimately prioritize project sites and their associated mobility strategies
    - The final project concepts for each of the coordinated housing and mobility projects prioritized through the stakeholder engagement process
    - The final site-specific and, if necessary, cross-cutting strategy needed to implement the prioritized projects

Ultimately, the final deliverable should be tailored to quickly and effectively submit sections of the IMHS to targeted state and federal grants to support project implementation. Those grants include:

- Strategic Growth Council Affordable Housing Sustainable Communities grant program
- California Department of Housing and Community Development (HCD) No Place Like Home program
- HCD CalHome Program
- HCD Infill Infrastructure Grant program
- HCD SB2 Planning Grants
- Community Development Block Grants (CDBG)



#### IV. Required Submittals

The Planning Department is currently seeking statements of qualifications from interested consultant teams. Responses should be limited to specific discussion of the elements outlined in this RFQ. The intent of this RFP is to encourage responses from teams that have successfully produced similar or compellingly related planning projects in the past, and also have a track record of having those plans implemented as tangible, built community improvements. The organization of the proposal should follow:

##### 1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

##### 2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

##### 3. Introduction

Please share your understanding of the role and relationships of the client team, and express your awareness of the project's issues, opportunities, and potential impacts.

##### 4. Qualifications

Please provide 4-6 related (and completed) projects which your team believes qualifies you to develop the Integrated Mobility and Housing Strategy. For each project, please describe:

- The project's initial goals and parameters
- The course of action undertaken to deliver the project, including any stakeholder engagement work
- The project's current state of implementation
- Any innovative project components related to the planning process or project deliverable
- Your ideas on how the proposed project aligns with, and qualifies your team for, the IMHS
- Images to further convey the project, such as process photos, images of the plan deliverable, images of implemented projects, or other images at your discretion.
- Project references and contact information
- Any additional relevant information about the project that you would like to share with the review committee.

##### 5. Project Staff:

Please describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

Note that submissions need not include time and services proposals, project management proposals or proposed work plans for conducting the IMHS. This information will be requested from selected consultants later in the evaluation process.



All proposals must be **received** no later than **2:00 pm on October 5, 2020** at the Mariposa County Planning Department. Please provide one (1) digital copy by email to Mikey Goralnik at [mgoralnik@mariposacounty.org](mailto:mgoralnik@mariposacounty.org) in advance of the above deadline. Additionally, please send one (1) bound physical copy to:

**Mikey Goralnik, Community Design and Development Planner**  
**5100 Bullion Street; PO Box 2039**  
**Mariposa, CA 95338-2039**

Please submit physical proposals in a sealed envelope that is marked “Integrated Mobility and Housing Strategy.” All submissions received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. Modifications must be received in writing, and in the same type of media and number of copies as the original proposal, prior to the date and time specified for receipt of proposals. Unfortunately, late submissions will not be accepted. All submissions, whether selected or rejected, shall become the property of the Mariposa County. By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

## V. Review Process

All submittals will be initially screened by an interdepartmental staff panel, after which a limited number of proposals will be reviewed by a technical advisory team consisting of representatives of:

- Mariposa County Planning Department
- Mariposa County Administrative Department
- Yosemite National Park
- Yosemite Conservancy
- Mariposa County Housing Programs Advisory Committee (HPAC)
- Other local stakeholders as needed

The advisory team members will evaluate the selected submissions, and score them based on the following criteria:

- Familiarity with the project area and the type of issues and problems associated with the project;
- Ability to meet the project's goals and objectives;
- Relevance, quality, and impact of qualifying projects
- Specific experience and technical competence of the personnel to be assigned to this contract;
- Preference will be given to interdisciplinary teams with a demonstrated history of effective collaboration.

After qualifications have been evaluated, the highest scoring teams will be asked to develop a more detailed technical proposal for project, which will be presented to the technical advisory team via videoconference at a later date. Based on these presentations, a consultant team will be selected, and the panel will make recommendations to Mariposa County Board of Supervisors on the basis of the proposal, interviews, and references. Following Board of Supervisor approval, negotiations shall be conducted with the most qualified proposer. Mariposa County will negotiate with the next most qualified proposer until a contract can be awarded. Anticipated project schedule is below.

**October 5, 2020 at 2:00 PM:** Closing Date and Time for Receipt of Proposals

**Mid-October 2020:** Notify finalists of selection for next phase

**Early-November 2020:** Final proposals due and videoconferences conducted

**End of November/Beginning of December 2020:** Contract Award

**July 1, 2023:** 1Latest possible date of project completion

## VI. Project Contact

Please direct any questions to Mikey Goralnik, Community Design and Development Planner, Mariposa County Planning Department

**Mikey Goralnik, Community Design and Development Planner**

**5100 Bullion Street; PO Box 2039**

**Mariposa, CA 95338-2039**

209 . 966 . 5151 • FAX 209 .742. 5024

[mgoralnik@mariposacounty.org](mailto:mgoralnik@mariposacounty.org)

## VII. General Conditions

### A. Limitations

This Request for Qualifications (RFQ) does not commit Mariposa County to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. Mariposa County may:

- Reject any and all proposals or waive any irregularity or information in any proposal or in the RFP procedure;
- Determine the suitability of the materials and/or services to be rendered;
- Withdraw this RFQ at any time without prior notice; and
- Modify the RFQ schedule described above.

### B. Award

Mariposa County will ask RFQ finalists to make oral presentations. Finalists may be required to participate in negotiations and submit technical, or other revisions of their proposals resulting from negotiations. Mariposa County also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Selection will be based solely upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

### C. RFP Addendum

Any changes to the RFQ requirements will be made by written addenda by Mariposa County and will be considered part of the RFQ. Upon issuance, such addenda will be incorporated in the RFQ documents, and shall prevail over inconsistent provisions of earlier issued documentation.

### D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Mariposa County shall affect or modify any terms or obligations of the RFQ, or any contract resulting from this RFQ.

### E. Pre-contractual Expense

Mariposa County shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor.

### F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s)

and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

#### G. Term

The term of the contract will be from the date of execution of the contract to project completion. **The project shall be completed prior to July 1, 2023.**

#### H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by Mariposa County to continue services for which the agreement was intended.

#### I. Insurance

The successful firm shall provide evidence of Professional Errors and Omissions Insurance and general commercial liability insurance in amounts not less than \$1,000,000 per occurrence. Insurance shall name Mariposa County as an additional insured.

#### J. Contract Arrangements

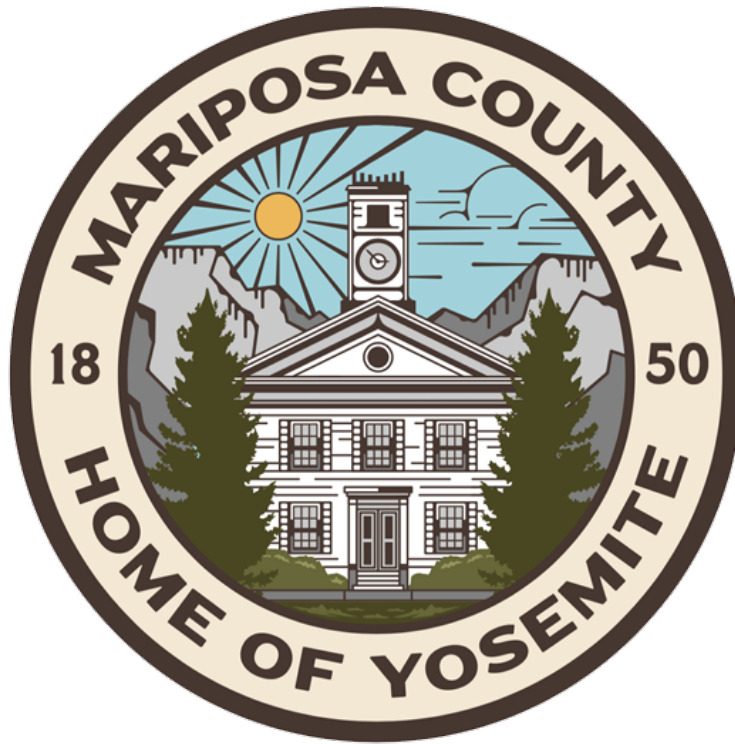
The proposer is expected to execute a contract similar to Mariposa County's Professional Services Agreement, which meets the requirements of MAP-21.

- 1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. Mariposa County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin;
- 2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
  - the names and addresses of DBE firms that will participate;
  - the description of the work each named firm will perform; and
  - the dollar amount of participation by each DBE firm
- 3) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, 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. Each proposal, to be considered responsive, must include

a copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees);

- 4) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21; and
- 5) Conflict of Interest: Firms submitting proposals in response to this RFQ must disclose to Mariposa County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFQ. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

**Mariposa County Planning Department**



**REQUEST FOR QUALIFICATIONS**

***Mariposa County Integrated Mobility and Housing Strategy***

**October 8, 2020**

**Mariposa County Planning Department  
PO Box 2039  
5100 Bullion Street  
Mariposa, CA 95338  
209-966-5151**

**Mariposa County Board of Supervisors****SUPERVISORS**

|                      |                        |
|----------------------|------------------------|
| Rosemarie Smallcombe | Supervisor, District 1 |
| Merlin Jones         | Supervisor, District 2 |
| Marshall Long        | Supervisor, District 3 |
| Kevin Cann           | Supervisor, District 4 |
| Miles Menetrey       | Supervisor, District 5 |

**Planning Department Staff**

Sarah Williams, PLA, Director  
Mikey Goralnik, PLA, AICP, Community Design and Development Planner



**REQUEST FOR QUALIFICATIONS***Mariposa County Integrated Mobility and Housing Strategy*

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## Mariposa County Integrated Mobility and Housing Strategy

### I. BRIEF

#### A. Overview

Congratulations! Based on the strength of your qualifications, you and your team are finalists for the Mariposa County Integrated Mobility and Housing Strategy (IMHS) project. Because your response to the initial RFP was so thorough and compelling, we do not require any additional information regarding your prior project experience, firm profile, or project staff resources. Instead, we would like finalists to prepare preliminary project proposals, submit them to our project partnership, and give a brief presentation to our team detailing key elements of the proposal, consultant team, and any other information that you would like us to consider in our final review process.

### II. REQUIRED SUBMITTALS

#### B. Proposal Document

Please prepare a proposal document for our partnership to review. While there is no expectation of length or page number, we would this proposal to include:

- 1) an explanation of your proposed course of action for completing this project. Please reference the any applicable sections in the initial Requests for Qualifications (included here as an attachment), such as the “Related Projects and Information” and “Anticipated Workflow and Deliverables” sections;
- 2) an itemized description of the proposed project schedule and the end products to be produced. The project schedule that was included in our initial grant proposal is included here as an attachment. This schedule can be used as a reference, but note that it is flexible and open to modifications if you see fit;
- 3) a time and services proposal that indicates the anticipated cost of the steps in your proposed course of action. Where possible, please detail specific responsibilities of the lead consultant and other key personnel. The proposed project budget from our initial grant application is included here as an attachment. As above, the proposed budget allocation is flexible. However, the total amount available to the consultant (\$229,469.76) is not. Please consider this amount as the total available project budget; and
- 4) an explanation of the project management system and practices that you anticipate using in this project.

All proposals must be received no later than 12:00 PM on November 6, 2020 at the Mariposa County Planning Department. Please provide one (1) digital copy by email to Mikey Goralnik at [mgoralnik@mariposacounty.org](mailto:mgoralnik@mariposacounty.org) in advance of the above deadline. No physical copies are needed.

Unfortunately, late submissions will not be accepted. All submissions, whether selected or rejected, shall become the property of the Mariposa County. By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

### C. Interview and Presentation

In addition to the proposal document, we ask that finalists also present their proposal to our project partners via videoconference on November 12<sup>th</sup> or November 13<sup>th</sup>. Please prepare a presentation (PDF, Powerpoint, or similar) to share over a selected videoconference platform. Planning Department staff will reach out with finalists to secure a time and date for the videoconference, and coordinate technical and logistical details.

During the presentation, representatives from the Mariposa County, Yosemite National Park, Yosemite Conservancy, and Mariposa County community members may ask questions about the finalists' proposals, project teams, or other items of interest. While your entire team is not required to be present at the videoconference, it will be helpful for key personnel from each of the organizations on your team to be on hand to respond to specific subject matter questions.

### III. RELATED INFORMATION

The initial Requests for Proposals indicated that the IMHS would evaluate a variety of sites throughout the county for the potential suitability as locations for rural context-sensitive sustainable communities capable of efficiently meeting Yosemite's housing needs. Our project partnership has identified approximately 30 preliminary locations that we believe meet these criteria and are likely suitable for providing workforce housing capable of meeting our partnership's needs. Maps of these locations are attached to this RFP for your reference. Keep in mind that these locations are both preliminary and confidential, so know that they will likely change during the course of the project and please be discreet with their locations. If applicable, feel free to consult the resources, previous plans, and other information in the "Related Projects and Information" section of the initial Request for Qualifications.

#### IV. Review Process

Finalists proposals will be reviewed by a technical advisory team consisting of representatives of:

- Mariposa County Planning Department
- Mariposa County Administrative Department
- Yosemite National Park
- Yosemite Conservancy
- Mariposa County Housing Programs Advisory Committee (HPAC)
- Other local stakeholders as needed

The advisory team members will evaluate proposals and presentations/interviews, and score them based on the following criteria:

- Ability to effectively achieve the project's primary outcomes
- Level of innovation and creativity expressed in the proposed course of action
- Achievable, but ambitious project timeline
- Realistic use of project's budget
- Capacity for effective collaboration with the project partnership

Based on these evaluations, a consultant team will be selected, and the panel will make recommendations to Mariposa County Board of Supervisors on the basis of the proposal, interviews, and references. Following Board of Supervisor approval, negotiations shall be conducted with the most qualified proposer. Mariposa County will negotiate with the next most qualified proposer until a contract can be awarded. Anticipated project schedule is below.

**November 6, 2020 at 12:00 PM:** Closing Date and Time for Receipt of Proposals

**November 12 or 13:** videoconferences conducted

**End of November/Beginning of December 2020:** Contract Award

**July 1, 2023:** Latest possible date of project completion

#### V. Project Contact

Please direct any questions to Mikey Goralnik, Community Design and Development Planner, Mariposa County Planning Department.

**Mikey Goralnik, Community Design and Development Planner**

**5100 Bullion Street; PO Box 2039**

**Mariposa, CA 95338-2039**

**209 . 966 . 5151 • FAX 209 .742. 5024**

[mgoralnik@mariposacounty.org](mailto:mgoralnik@mariposacounty.org)

## VI. General Conditions

### A. Limitations

This Request for Proposals (RFP) does not commit Mariposa County to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. Mariposa County may:

- Reject any and all proposals or waive any irregularity or information in any proposal or in the RFP procedure;
- Determine the suitability of the materials and/or services to be rendered;
- Withdraw this RFP at any time without prior notice; and
- Modify the RFP schedule described above.

### B. Award

Mariposa County will ask RFP finalists to make oral presentations. Finalists may be required to participate in negotiations and submit technical, or other revisions of their proposals resulting from negotiations. Mariposa County also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Selection will be based solely upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

### C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by Mariposa County and will be considered part of the RFP. Upon issuance, such addenda will be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

### D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Mariposa County shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

### E. Pre-contractual Expense

Mariposa County shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor.

### F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

### G. Term

The term of the contract will be from the date of execution of the contract to project completion. **The project shall be completed prior to July 1, 2023.**

### H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by Mariposa County to continue services for which the agreement was intended.

### I. Insurance

The successful firm shall provide evidence of Professional Errors and Omissions Insurance and general commercial liability insurance in amounts not less than \$1,000,000 per occurrence. Insurance shall name Mariposa County as an additional insured.

### J. Contract Arrangements

The proposer is expected to execute a contract similar to Mariposa County's Professional Services Agreement, which meets the requirements of MAP-21.

- 1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. Mariposa County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin;
- 2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
  - the names and addresses of DBE firms that will participate;
  - the description of the work each named firm will perform; and
  - the dollar amount of participation by each DBE firm
- 3) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, 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. Each proposal, to be considered responsive, must include a copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees);
- 4) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21; and
- 5) Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to Mariposa County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

#### K. Limitations

This Request for Qualifications (RFP) does not commit Mariposa County to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. Mariposa County may:

- Reject any and all proposals or waive any irregularity or information in any proposal or in the RFP procedure;
- Determine the suitability of the materials and/or services to be rendered;
- Withdraw this RFP at any time without prior notice; and
- Modify the RFP schedule described above.

#### L. Award

Mariposa County will ask RFP finalists to make oral presentations. Finalists may be required to participate in negotiations and submit technical, or other revisions of their proposals resulting from negotiations. Mariposa County also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Selection will be based solely upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

#### M. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by Mariposa County and will be considered part of the RFP. Upon issuance, such addenda will be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

#### N. Verbal Agreement or Conversation

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#### O. Pre-contractual Expense

Mariposa County shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor.

#### P. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

#### Q. Term

The term of the contract will be from the date of execution of the contract to project completion. **The project shall be completed prior to July 1, 2023.**

#### R. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by Mariposa County to continue services for which the agreement was intended.



#### S. Insurance

The successful firm shall provide evidence of Professional Errors and Omissions Insurance and general commercial liability insurance in amounts not less than \$1,000,000 per occurrence. Insurance shall name Mariposa County as an additional insured.

#### T. Contract Arrangements

The proposer is expected to execute a contract similar to Mariposa County's Professional Services Agreement, which meets the requirements of MAP-21.

- 6) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. Mariposa County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin;
- 7) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
  - the names and addresses of DBE firms that will participate;
  - the description of the work each named firm will perform; and
  - the dollar amount of participation by each DBE firm
- 8) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, 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. Each proposal, to be considered responsive, must include a copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees);
- 9) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21; and
- 10) Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to Mariposa County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

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- Determine the suitability of the materials and/or services to be rendered;
- Withdraw this RFP at any time without prior notice; and
- Modify the RFP schedule described above.

#### V. Award

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#### W. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by Mariposa County and will be considered part of the RFP. Upon issuance, such addenda will be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

#### X. Verbal Agreement or Conversation

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Mariposa County shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor.

#### Z. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

#### AA. Term

The term of the contract will be from the date of execution of the contract to project completion. **The project shall be completed prior to July 1, 2023.**

#### BB. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by Mariposa County to continue services for which the agreement was intended.

## CC. Insurance

The successful firm shall provide evidence of Professional Errors and Omissions Insurance and general commercial liability insurance in amounts not less than \$1,000,000 per occurrence. Insurance shall name Mariposa County as an additional insured.

## DD. Contract Arrangements

The proposer is expected to execute a contract similar to Mariposa County's Professional Services Agreement, which meets the requirements of MAP-21.

- 11) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. Mariposa County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin;
- 12) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
  - the names and addresses of DBE firms that will participate;
  - the description of the work each named firm will perform; and
  - the dollar amount of participation by each DBE firm
- 13) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, 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. Each proposal, to be considered responsive, must include a copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees);
- 14) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21; and
- 15) Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to Mariposa County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

### Proposed Project Schedule and Budget Allocation (flexible)

10

## AGREEMENT FOR COMMUNITY PLANNING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 9th day of March, 2021, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and WRT, LLC., a planning and design practice, (“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 the County or June 30, 2023, whichever is earlier.

#### 2. SERVICES

Contractor shall perform community planning services described in Exhibit A, “Scope of Work + Cost Proposal,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

#### 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$229,455.00. The Contractor’s hourly rates are listed in Exhibit A, “Scope of Work + Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

#### 4. INSURANCE

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

##### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

## B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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



to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

## **5. HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall hold harmless and indemnify County and its officers, employees, agents, and volunteers, against liability, losses, damages, or expenses, including reasonable attorney's fees (if recoverable under applicable law), incurred as a result of third-party claims but only to the proportionate extent caused by the negligent acts or omissions of the Contractor or its officers, employees, or others for whom the Contractor is legally liable in rendering services under this Agreement.

## **5. 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.

## **6. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

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



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

## 7. 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.

## 8. ASSIGNMENT

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

## 9. 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:

Jim Stickley, ASLA, LEED AP  
WRT, Inc.  
478 Tehama Street, Suite 2B  
San Francisco, CA 94103  
Phone: 415.575.4722

### COUNTY:

Mikey Goralnik  
County of Mariposa  
PO Box 2039  
Mariposa, CA 95338  
Phone: 209.742.1222

## 10. COMPLIANCE

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

## **11. PUBLIC RECORDS ACT**

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

## **12. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. 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.

## **13. 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.

## **14. TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

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

D. If County terminates this Agreement for default or material breach, 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.

## **15. 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.

## **16. DISPUTES**

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

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

## **17. CAPTIONS**

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

## **18. 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.

## **19. MANDATORY AND PERMISSIVE**

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

## **20. 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.

## **21. COUNTERPARTS**

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

## **22. 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.

## **23. CONTROLLING LAW**

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

## **24. AUTHORITY**

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

## **25. 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.

## **26. NO RELIANCE ON REPRESENTATIONS**

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

## **27. 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.

## **28. FUNDING AVAILABILITY**

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

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

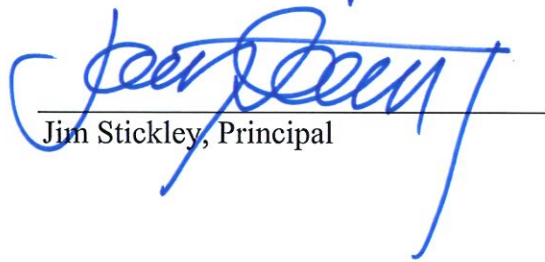
If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or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

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

COUNTY OF MARIPOSA

CONTRACTOR

\_\_\_\_\_  
Marshall Long, Chair  
Mariposa County Local Transportation  
Commission

\_\_\_\_\_  
  
Jim Stickley, Principal

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rene LaRoche  
Clerk of the Board

\_\_\_\_\_  
Steven W. Dahlem  
County Counsel

# Exhibit A SCOPE OF WORK + COST PROPOSAL



November 6, 2020

Mikey Gorainik  
Community Design and Development Planner  
Mariposa County  
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**RE: Proposal for Professional Services | Mariposa County Integrated Mobility and Housing Strategy**

Dear Mikey,

The WRT Team is pleased to submit to you this proposal detailing our Course of Action, Schedule, Time & Services, and Project Management protocols in advance of our interview on the 12th. As we hope you'll find, our team is well prepared to deliver a quality project for you and your partners. We're excited to engage with and synthesize the many different lenses and filters this type of work will require. We're also excited to identify creative strategies to grapple with these questions, and apply our planning expertise to the many layers of dialogue around these topics. To that end, we are convinced this project will serve as a benchmark for communities around the country that struggle with similar issues.

Our approach adheres to your RFP while appropriately adding greater depth through the collaborative efforts of our full team. Over the last few weeks, WRT has led multiple sessions with leadership from WRT and Fehr & Peers to explore and confirm our proposed course of action and allocation of resources.

Four areas of expanded thought emerged:

## 1. Evaluate Phase Added

We recognize the need to be flexible and adapt to new ideas and input during the project. To this end, our workplan features a new EVALUATE phase to regroup in a charrette review and map out the next course of actions.

## 2. Understand the Employee

The WRT Team seeks to understand the different demographics and lifestyles of the employee in order to best match location attributes and housing typology to the employee. Our stakeholder outreach will be critical to this outcome.

## 3. Key Criteria Matrix

Central to our approach to site evaluation is a data driven process that merges team expertise with stakeholder values. We will use the matrix tool to identify priority sites to be studied in greater detail.

## 4. Equity

WRT believes this project must solve for multiple benefits. We have created a task where we will evaluate project sites through an equity lens and ask how benefits may be received equitably by employees, county residents, and visitors alike.

If our work on the Creek Parkway was any indication, this project will also be fun, engaging, challenging, and rewarding, and we'll meet a lot of great people along the way. We look forward to sharing more details about our process and answering your questions at the interview. If there's any additional clarification needed before then, please let us know. Thank you again for the opportunity to work once more with you and Mariposa County.

Sincerely,

John Gibbs, ASLA LEED AP  
Principal-in-Charge  
(415) 229-2806 / jgibbs@wrtdesign.com

Jim Stickey, ASLA LEED AP  
Principal | Authorized Signatory

The proposal herein represents a firm offer for at least a ninety (90) day period.



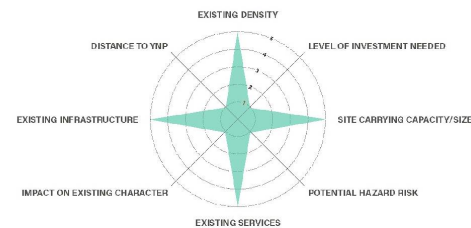
## PROPOSED COURSE OF ACTION

Our proposed course of action begins with the framework identified in the RFP and adds complementary tasks and subtasks. We believe the additional scope supports the basic goals of the project while providing opportunities for greater depth, nuance, and flexibility.

Importantly, this approach supports the type of innovative strategic thinking that is required to take on this unique challenge. We've taken these extra steps to build a supportive structure for creative explorations that reveal unforeseen obstacles or opportunities, while making sure we can deliver a plan that is a well-grounded and useful tool for the County and its partners to use going forward.

The supplemental tasks are identified in green. The narrative below is depicted in the **Proposed Schedule** and priced in the **Time & Services Proposal** that follow.

We look forward to discussing this process in greater detail with you during the interview, and welcome your questions and suggestions.



▲ KEY CRITERIA MATRIX: WHAT MAKES AN IDEAL SITE?

### Phase 1: INITIATE (January 2021)

#### \* Kickoff Meeting (Project Team + County Planning Dept.)

This video meeting will launch the first stage of the project. The team will meet with County representatives to confirm the schedule, goals, roles, and expected outcomes of the assignment. This will establish communication protocols, team structure, and other administrative considerations. This meeting is also a chance for the County to share any additional information (i.e. GIS), and for the project team to re-introduce themselves.

#### 1A Develop Stakeholder Engagement Protocols

> Work with TOCAC and IFAC to identify strategies for effectively broadening the reach of this planning effort

This task asks the team to meet with County committees to understand the engagement context for the project. This will help create a transparent dialogue for interested community members, and set expectations for the stakeholder focus groups that follow in the next phase. The project team will work with the County to provide approaches that enable participation from segments of the community that do not typically get involved with planning efforts. Working with the project partners, the team will consider who those groups might be and how best to reach them if it is necessary or desired. Preliminary ideas as indicated in the RFQ include: multi-lingual outreach materials, opportunities for online engagement, and decentralized "meeting-in-a-box" materials. County and consultant roles will be determined during this task.

WRT has extensive experience with these and many other outreach strategies. Our work during COVID-19 has not diminished the value of engagement; instead it has forced us to gain new tools and methods for capturing wider audiences. This project can anticipate a suite of strategies that are in both digital and analog formats.

#### 1B Create standardized graphics and basemaps for County context, Town of Mariposa, Yosemite Valley, and individual site scales for continued use over the course of the project.

Without useful and effective visuals, the project will not be as compelling and the process will not be as comprehensible. We will work during this phase to create a project brand and identity, and create maps for key geographies that will be utilized as the project moves forward. This will establish standards for data and analysis that will be crucial for making site comparisons and evaluations.

#### 1C Working with project partners, identify pertinent Mobility and Housing evaluation factors for sites under consideration to create preliminary Key Criteria Matrix (KCM).

This task gives the project team a chance to make draft assumptions about how the development sites may be evaluated. Our team understands that the County is seeking a process that is able to streamline and condense the many layers of both quantitative data inputs and qualitative planning analysis. The KCM is our mechanism for documenting and framing these factors, and it gives visual form to the inventory process along with a quantitative breakdown which will be useful for evaluation.

As a first step that will be re-visited in the next phase, the creation of the KCM will help determine priorities for housing and mobility criteria.

#### ANTICIPATED MEETINGS:

- Transportation Center Citizens Advisory Committee
- Housing Programs Advisory Committee
- Technical Advisory Team

#### DELIVERABLES:

- Standardized Site and County Basemaps
- Preliminary Key Criteria Matrix



## PROPOSED COURSE OF ACTION

### Phase 2: EXPLORE (May 2021)

#### \* Tour sites identified in RFP; document existing conditions.

In order to fully grasp the potential opportunities and challenges presented by the development sites, our team will visit Mariposa County and visit the sites to the extent they are accessible. This on-the-ground orientation will also help reinforce the larger context of infrastructure and mobility realities in the County. Sites will be explored and documented for their development potential, but also for their character, landscape qualities, environmental sensitivities, and unique contexts. If possible, the tour can be attended by County staff and project partners.

#### 2A Define planning context

> Review existing planning documents and studies, prepare for stakeholder engagement

At this stage the project team will review and understand the ongoing and previously completed planning documents pertaining to mobility and housing in the County. This will provide context for the next steps in the process, including outreach to stakeholder groups, by getting the project team on solid footing relating to issues around these related questions. It will help the team understand the planning process in Mariposa County, and enable us to cater this project in a more streamlined way toward adoption and implementation, by framing the planning constraints and resource realities. It will also alert the team to existing efforts already underway, or complementary development initiatives that will provide additional leverage for this project. Ultimately, we'll be better informed during our stakeholder focus group meetings.

#### 2B Overlay planning context on to project basemaps, for use during stakeholder focus group meetings.

After reviewing the relevant planning documents, we'll revisit the project basemaps to make sure they include any important contextual clues or meaningful baseline conditions.

#### 2C Re-populate KCM with understanding gained from planning context and site visits.

After our site visits and digesting the planning context, we'll also revisit the KCM to ensure the preliminary criteria still frame the site evaluation inventories in the best way.

#### 2D Collect community perspectives

> Host a series of focus group meetings with stakeholders

This task encompasses a chance for the project team to hear more in-depth and professional input around the questions raised by this process. We'll be able to gain new knowledge from community members that experience or understand the context of Mariposa County on a daily basis. This information will be used to help our team analyze the site inventory, and better grasp the realities of disadvantaged community members most affected by regional housing and mobility issues.

We are hopeful that these focus group meetings could be done in person, and coordinated alongside the team's site visits. There is potential for some of the meetings to be hosted at various sites around the County. We will work with County staff to best allocate our budgeted hours.

#### 2E Summarize baseline conditions

> Collect baseline conditions and input into a summary document / needs assessment

> Define qualitative analysis layers with knowledge gained from relevant planning documents and focus group meetings

> Update project graphics to include in needs assessment

> Conduct pilot site assessment

Capturing the baseline conditions discovered during this phase will put the project on solid footing. This summary document will provide the basis for the tasks to follow. We'll consider the qualitative layers of analysis gained from the planning context and focus group meetings, to be applied as another filter over the quantitative criteria identified in the KCM.

In addition, we'll update any project graphics with necessary information gained during this phase.

Finally, our team envisions completing a pilot site assessment during this task, in order to test the viability of the process and understand better how the baseline conditions and site analysis feed into the needs assessment and ultimate development strategies.

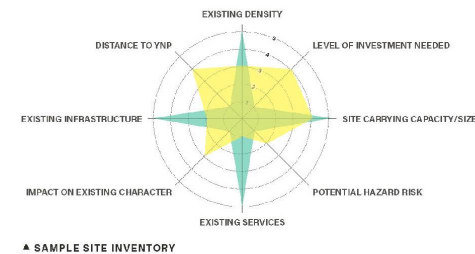
#### ANTICIPATED MEETINGS:

- Stakeholder Focus Group Meetings
- Technical Advisory Team Meeting

#### DELIVERABLES:

- Baseline Conditions summary document
- Key Criteria Matrix - Site Inventory
- Pilot Site Assessment

#### INVENTORY: MIDPINES / MUIR LODGE



## PROPOSED COURSE OF ACTION

The quantitative inventory and qualitative analysis layers will be synthesized, simplified, and characterized through smart design thinking and the creative planning process, adding value, discovering relationships, and producing innovative and implementable strategies.

### ANALYSIS: POSSIBLE LAYERS

- FIELD WORK / SITE SURVEYS
- COMMUNITY-BASED KNOWLEDGE (FOCUS GROUP MEETINGS)
- RELUCTANCE FOR CHANGE / DESIRE FOR CHANGE
- WHAT'S ALREADY IN THE DEVELOPMENT PIPELINE?
- OTHER PLANS / EXISTING GUIDANCE (PLANNING CONTEXT)
- NPS / CONCESSIONAIRE PRIORITIES OR DESIRABLE CHARACTERISTICS
- QUALITY OF LIFE QUESTIONS (SCHOOLS, MARKETS, ENTERTAINMENT)
- WHAT DOES THE PARK AND CONCESSIONAIRE STAFF LOOK LIKE? (AGE, TYPE OF HOUSEHOLD, LENGTH OF STAY)
- ▲ SAMPLE QUALITATIVE ANALYSIS LAYERS

### Phase X: EVALUATE (September 2021)

Upon completing Phase 2, the project team will work with the County Planning Department to conduct a Scope and Schedule Assessment, which will review and confirm project direction, identify missing criteria or data, consider the deployment of additional outside experts, and record key revelations / project drivers.

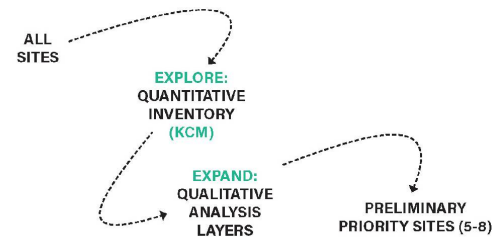
This checkpoint will consider unforeseen project trajectories, explorations, the need for additional field work, or strategic re-thinking. This will be captured in a Project Memo and contingency fees set aside for this Checkpoint will be allocated as needed to provide support for adjustments to the remaining Scope.

#### ANTICIPATED MEETING:

- Charrette / retreat in Mariposa County or WRT in San Francisco.

#### DELIVERABLE:

- Strategy Confirmation Memo



### Phase 3: EXPAND (November 2021)

#### 3A Draft development and stakeholder prioritization of preliminary Housing and Mobility projects

- > Draft strategy for transportation investments for each potential site
- > Draft recommendations for development products appropriate to individual site contexts

This stage takes the analysis completed in the Explore phase and moves forward in the direction identified by the Evaluate phase. The site inventory and analysis layers will be synthesized, simplified, and characterized through smart design thinking. The creative process of merging the various factors and filters will lead the team, working with the stakeholders, to the selection of priority sites and strategies.

#### 3B Assess outcomes from KCM and translate into Priority Strategic Investments (PSIs) as supporting maps, graphics, and data tailored to specific site characteristics and circumstances.

This phase is also where the results of the KCM are transformed into site specific interventions, tested for viability, and ground-truthed. The PSIs will capture and detail the project, policies, or programs designed around the priority sites developed in Task 3A. Our team will also draft a transportation/mobility commute strategy for connections between Yosemite and each of the priority investment sites. These draft materials will form the basis for the detailed design studies to follow in the next phase. As a document, the draft maps and strategies will provide another layer of analysis to help determine the right sites to move forward.

#### ANTICIPATED MEETING:

- Technical Advisory Team

#### DELIVERABLE:

- Draft PSI maps & strategies for transportation and development

## PROPOSED COURSE OF ACTION

### Phase 4: EXPRESS (February 2022)

#### 4A Detailed development of priority projects and policies

- > Aesthetic considerations, including material palettes, landscaping, and other community design topics
- > Building performance criteria, including green building considerations, wildfire risk reduction capacity, and other opportunities to innovate with new building technologies and design principles
- > Viability of site-specific mobility enhancements for each prioritized site
- > Create compelling graphics to support development of project considerations (i.e. 3D models/massing, street sections, plan enlargements, mobility modeling)
- > Test resiliency considerations with disaster response scenarios

This task represents the majority of the design work and site development to occur during the project. The team will work with the County to identify and give physical form to priority investments related to housing and mobility. These criteria will be detailed through 3D models, plans, sections, diagrams, and technical models as needed. The impacts on priority sites will be studied from a social, environmental, and economic perspective. The projects will be screened for unintended equity issues that may arise or come to light. We'll also test these strategies against disaster response scenarios, as a means of giving them one more lens of analysis. Strategies or site developments that underperform (limited egress during wildfire, doubled commute times after landslides), will be noted, and potentially reconsidered.

Importantly, we are not only focused on site manifestations. We'll also think through the programs and policies that may supplement or enhance the proposed physical interventions. This process aims to identify mechanisms that could change operational paradigms for park concessions, related to employee scheduling, seasonal fluctuations, and how

housing is assigned or how permanent it is. This task may also envision how ideas focused on park staff could have spillover effects (positive or negative) on tourists and permanent residents.

#### 4B Assemble project implementation strategy

- > Conceptual cost estimates
- > Project timelines
- > Project partners and key responsibilities
- > Compliance strategy, including displacement mitigation actions (if necessary)
- > Recommended funding mechanisms

The implementation strategy contains important project details to guide the efficient allocation of resources and identify appropriate potential funding sources. Project timelines will, if possible, be considered as they relate to grant cycles, and cost estimates will be conducted with an eye towards achieving maximum return on investment. Working with the Technical Advisory Team, we'll identify immediate, near term, and long term strategic initiatives that enable the Mobility and Housing Strategy to be enacted over time.

In this task, as in 4A, our team will consider the equity implications of these actions, as they relate to displacement concerns, quality of life for park and concessionaire employees, and access to services for all County residents.

#### ANTICIPATED MEETING:

- Technical Advisory Team

#### DELIVERABLES:

- IMHS Document Outline
- Project Implementation Strategy

### Phase 5: EXECUTE (August 2022)

#### 5A Produce and adopt Final Integrated Mobility and Housing Strategy

- > Finalize PSIs and project graphics in response to Phase 4 research and findings
- > Refine the draft Project Concepts report and draft implementation Strategy report
- > Consolidate materials into a cohesive booklet (digital and physical)
- > Tailor the document for efficient and effective submission to targeted state and federal grants
- > Work with County to conceptualize implementation tracking mechanisms and monitor mobility enhancements.

Building upon the draft materials and documentation previously completed, the project team will assemble the final report for the Integrated Mobility and Housing Strategy. This booklet will be functionally designed to work in both digital and physical formats. Graphics, text, and supplemental materials will be updated per review comments received during the end of Phase 4. We anticipate submitting a draft IMHS at least a month in advance of our anticipated project end date. This will enable an additional final review during this phase.

The team will also prepare presentations for meetings with the CAC and LTC, and will be prepared to present to the County Board of Supervisors if necessary.

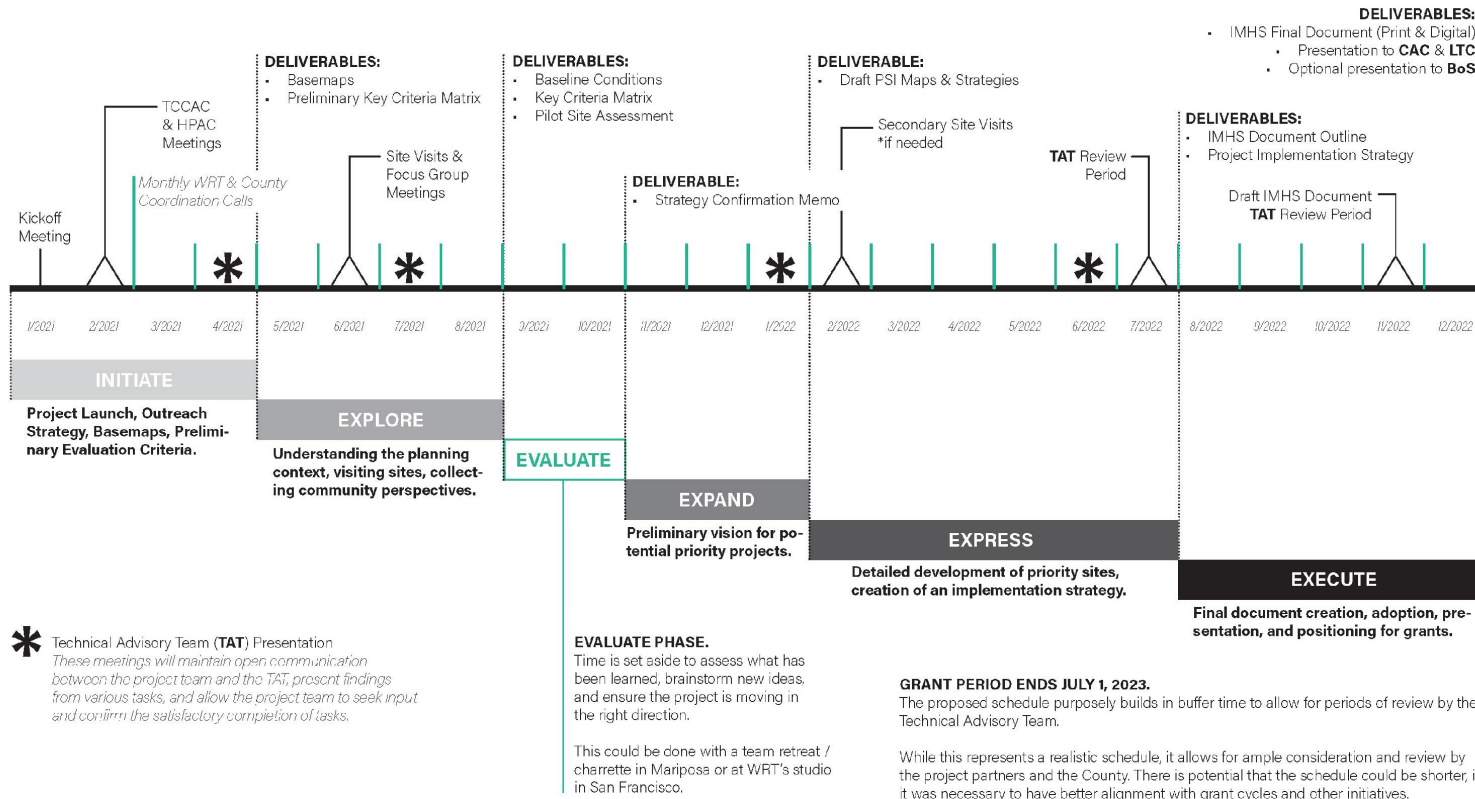
#### ANTICIPATED MEETINGS:

- Report to CAC & LTC
- Potential presentation to Board of Supervisors

#### DELIVERABLE:

- IMHS Final Document (Print & Digital)

## PROPOSED SCHEDULE



## TIME & SERVICES PROPOSAL

Tasks in **GREEN** are proposed by WRT.

|         |                                                                                                                                                                                                               | Job Classification | WRT                               |                                    |                                        |                          |                                  |                                 |                                  |                                 | Fehr & Peers                       |                     |                          |                         |                          |               |              |  |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------|------------------------------------|----------------------------------------|--------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|------------------------------------|---------------------|--------------------------|-------------------------|--------------------------|---------------|--------------|--|
|         |                                                                                                                                                                                                               |                    | Planning / Urban Design / Housing |                                    |                                        |                          |                                  |                                 |                                  |                                 | Transportation / Mobility Planning |                     |                          |                         |                          |               |              |  |
|         |                                                                                                                                                                                                               |                    | Principal/Change (60000)          | Consulting Principal (20000 - 100) | Consulting Principal (100000 - 150000) | Project Manager (200000) | Staff - Level IV (25000 - 30000) | Staff - Level V (30000 - 35000) | Staff - Level VI (35000 - 40000) | Staff - Level I (40000 - 45000) |                                    | Principal / (20000) | Project Manager (200000) | Staff - Level I (40000) | Staff - Level II (45000) |               |              |  |
|         |                                                                                                                                                                                                               | Hourly Rate        | \$ 245.00                         | \$ 245.00                          | \$ 245.00                              | \$ 180.00                | \$ 180.00                        | \$ 115.00                       | \$ 115.00                        |                                 | \$ 380.00                          | \$ 170.00           | \$ 150.00                | \$ 180.00               |                          |               |              |  |
|         |                                                                                                                                                                                                               |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  | Hours by Task                   | Cost by Task                       |                     |                          |                         |                          | Hours by Task | Cost by Task |  |
| Phase 1 | INITIATE (January 2021)                                                                                                                                                                                       |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  |                                 |                                    |                     |                          |                         |                          |               |              |  |
| *       | Kickoff Meeting (Project Team + County Planning Dept; video conference)                                                                                                                                       |                    | 2                                 | 0                                  | 0                                      | 3                        | 2                                | 0                               | 2                                | 17                              | \$ 2,540.00                        | 6                   | 6                        | 2                       | 2                        | 16            | \$ 3,420.00  |  |
| 1A      | Develop Stakeholder Engagement Protocols to guide community dialogue approach                                                                                                                                 |                    | 4                                 | 0                                  | 0                                      | 16                       | 8                                | 16                              | 16                               | 60                              | \$ 8,960.00                        | 0                   | 0                        | 0                       | 0                        | 0             | \$ -         |  |
|         | > Work with TOGAC and HPAC to identify strategies for effectively broadcasting the reach of this planning effort                                                                                              |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
| 1B      | Create standardized graphics and maps for County context, Town of Mariposa, Yosemite Valley, and individual site scales for continued use over the course of the project.                                     |                    | 1                                 | 0                                  | 0                                      | 8                        | 2                                | 32                              | 0                                | 0                               | \$ 5,725.00                        | 0                   | 0                        | 0                       | 0                        | 0             | \$ -         |  |
| 1C      | Working with project partners, identify pertinent Mobility and Housing evaluation factors for sites under consideration to create Key Criteria Matrix (KCM).                                                  |                    | 2                                 | 2                                  | 2                                      | 8                        | 4                                | 4                               | 4                                | 26                              | \$ 4,550.00                        | 2                   | 2                        | 0                       | 0                        | 4             | \$ 960.00    |  |
|         | Sub-Total                                                                                                                                                                                                     |                    | 0                                 | 2                                  | 2                                      | 35                       | 10                               | 60                              | 22                               |                                 |                                    | 0                   | 0                        | 2                       | 2                        |               |              |  |
|         |                                                                                                                                                                                                               |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  | 103                             | \$ 21,795.00                       |                     |                          |                         |                          | 20            | \$ 4,360.00  |  |
| Phase 2 | EXPLORE (May 2021)                                                                                                                                                                                            |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  |                                 |                                    |                     |                          |                         |                          |               |              |  |
| *       | Tour sites identified in RFP and County mobility infrastructure; document existing conditions.                                                                                                                |                    | 0                                 | 0                                  | 0                                      | 16                       | 0                                | 16                              | 8                                | 40                              | \$ 7,600.00                        | 0                   | 0                        | 0                       | 0                        | 0             | \$ -         |  |
| 2A      | Define planning context                                                                                                                                                                                       |                    | 2                                 | 0                                  | 0                                      | 0                        | 0                                | 12                              | 12                               | 34                              | \$ 4,080.00                        | 2                   | 2                        | 2                       | 2                        | 0             | \$ 1,420.00  |  |
|         | > Review existing planning documents and studies, set the stage for stakeholder engagement                                                                                                                    |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
| 2B      | Overlay planning context on to project basemaps, for use during stakeholder focus group meetings.                                                                                                             |                    | 0                                 | 0                                  | 0                                      | 4                        | 0                                | 16                              | 0                                | 20                              | \$ 2,560.00                        | 0                   | 0                        | 0                       | 0                        | 0             | \$ -         |  |
| 2C      | Populate KCM with initial assumptions and understanding gained from planning context and site visits.                                                                                                         |                    | 2                                 | 2                                  | 2                                      | 8                        | 2                                | 12                              | 4                                | 32                              | \$ 5,180.00                        | 0                   | 0                        | 0                       | 0                        | 0             | \$ -         |  |
| 2D      | Collect community perspectives                                                                                                                                                                                |                    | 4                                 | 2                                  | 2                                      | 32                       | 8                                | 16                              | 8                                | 72                              | \$ 11,020.00                       | 12                  | 12                       | 0                       | 0                        | 24            | \$ 5,760.00  |  |
|         | > Collaborate w/ County to host a series of focus group meetings with stakeholders; video conference or coordinated with site visits.                                                                         |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
| 2E      | Summarize baseline conditions                                                                                                                                                                                 |                    | 4                                 | 0                                  | 0                                      | 0                        | 4                                | 24                              | 0                                | 52                              | \$ 7,290.00                        | 6                   | 6                        | 0                       | 0                        | 12            | \$ 2,880.00  |  |
|         | > Collect baseline conditions and input into a summary document / needs assessment                                                                                                                            |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
|         | > Adjust / Re-evaluate KCM with knowledge gained from focus group meetings                                                                                                                                    |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
|         | > Update project graphics to include in needs assessment                                                                                                                                                      |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
|         | Sub-Total                                                                                                                                                                                                     |                    | 20                                | 4                                  | 4                                      | 76                       | 14                               | 108                             | 32                               |                                 |                                    | 20                  | 20                       | 2                       | 2                        |               |              |  |
|         |                                                                                                                                                                                                               |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  | 258                             | \$ 39,160.00                       |                     |                          |                         |                          | 44            | \$ 10,120.00 |  |
| Phase X | EVALUATE (September 2021)                                                                                                                                                                                     |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  |                                 |                                    |                     |                          |                         |                          |               |              |  |
| X       | Charrette or retreat. Time is set aside to ensure the project is moving in the right direction.                                                                                                               |                    | 4                                 | 0                                  | 0                                      | 20                       | 0                                | 48                              | 0                                | 72                              | \$ 10,320.00                       | -                   | -                        | -                       | -                        | 0             | \$ -         |  |
|         | Sub-Total                                                                                                                                                                                                     |                    | 4                                 | 0                                  | 0                                      | 20                       | 0                                | 48                              | 0                                |                                 |                                    | 0                   | 0                        | 0                       | 0                        |               |              |  |
|         |                                                                                                                                                                                                               |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  | 72                              | \$ 10,320.00                       |                     |                          |                         |                          | 0             | \$ -         |  |
| Phase 3 | EXPAND (November 2021)                                                                                                                                                                                        |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  |                                 |                                    |                     |                          |                         |                          |               |              |  |
| 3A      | Draft development and stakeholder prioritization of preliminary Housing and Mobility projects                                                                                                                 |                    | 4                                 | 2                                  | 2                                      | 24                       | 8                                | 24                              | 24                               | 80                              | \$ 13,240.00                       | 24                  | 32                       | 12                      | 2                        | 70            | \$ 14,000.00 |  |
|         | > Draft strategy for transportation investments for each potential site                                                                                                                                       |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
|         | > Draft recommendations for development products appropriate to individual site contexts                                                                                                                      |                    | -                                 | -                                  | -                                      | -                        | -                                | -                               | -                                | -                               | -                                  | -                   | -                        | -                       | -                        | -             | -            |  |
| 3B      | Evaluate outcomes from KCM and translate into Priority Investment Maps (PIMs - Key Criteria overlaid on project basemaps) as supporting graphics tailored to specific site characteristics and circumstances. |                    | 4                                 | 0                                  | 0                                      | 8                        | 4                                | 12                              | 12                               | 40                              | \$ 5,900.00                        | 8                   | 8                        | 0                       | 0                        | 16            | \$ 3,840.00  |  |
|         | Sub-Total                                                                                                                                                                                                     |                    | 8                                 | 2                                  | 2                                      | 32                       | 12                               | 36                              | 36                               |                                 |                                    | 32                  | 40                       | 12                      | 2                        |               |              |  |
|         |                                                                                                                                                                                                               |                    |                                   |                                    |                                        |                          |                                  |                                 |                                  | 128                             | \$ 19,140.00                       |                     |                          |                         |                          | 86            | \$ 18,740.00 |  |

## TIME & SERVICES PROPOSAL (CONT.)

|         |                                                                                                                                                                                                       | Job Classification | WRT                               |                                  |                                      |                                 |                                  |                                 |                                 |                                 | Fehr & Peers                       |              |                 |                       |                           |                           |                           |              |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------|----------------------------------|--------------------------------------|---------------------------------|----------------------------------|---------------------------------|---------------------------------|---------------------------------|------------------------------------|--------------|-----------------|-----------------------|---------------------------|---------------------------|---------------------------|--------------|
|         |                                                                                                                                                                                                       |                    | Planning / Urban Design / Housing |                                  |                                      |                                 |                                  |                                 |                                 |                                 | Transportation / Mobility Planning |              |                 |                       |                           |                           |                           |              |
|         |                                                                                                                                                                                                       |                    | Principal-Client (CDD)            | Consulting Principal (CDD) - 10% | Consulting Principal (Housing) - 10% | Project Manager (Housing) - 10% | Staff - Level IV (Housing) - 10% | Staff - Level I (Housing) - 10% | Staff - Level I (Housing) - 10% | Staff - Level I (Housing) - 10% | Hours by Task                      | Cost by Task | Principal (CDD) | Project Manager (CDD) | Staff - Level I (Housing) | Staff - Level I (Housing) | Hours by Task             | Cost by Task |
| Phase 4 | EXPRESS (February 2022)                                                                                                                                                                               | Hourly Rate        | \$ 215.00                         | \$ 245.00                        | \$ 215.00                            | \$ 180.00                       | \$ 180.00                        | \$ 115.00                       | \$ 115.00                       |                                 |                                    | \$ 210.00    | \$ 170.00       | \$ 150.00             | \$ 180.00                 |                           |                           |              |
| 4A      | Detailed development of priority Housing and Mobility projects                                                                                                                                        |                    | 8                                 | 4                                | 8                                    | 32                              | 16                               | 60                              | 80                              | 228                             | \$ 31,940.00                       | 32           | 20              | 16                    | 2                         | 78                        | \$ 17,300.00              |              |
|         | > Aesthetic considerations, including material palettes, landscaping, and other community design topics                                                                                               |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Building performance criteria, including green building considerations, wildfire risk reduction capacity, and other opportunities to integrate with new building technologies and design principles |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Viability of site-specific mobility enhancements for each prioritized site                                                                                                                          |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Create conceptual graphics to support development of project considerations (i.e. 3D models, massing, street sections, plan enlargements, mobility modeling)                                        |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Test resiliency considerations with disaster response scenarios                                                                                                                                     |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
| 4B      | Assemble project implementation strategy                                                                                                                                                              |                    | 4                                 | 4                                | 2                                    | 16                              | 8                                | 40                              | 40                              | 114                             | \$ 15,970.00                       | 24           | 10              | 16                    | 0                         | 56                        | \$ 12,560.00              |              |
|         | > Conceptual cost estimates                                                                                                                                                                           |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Project timelines                                                                                                                                                                                   |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Project partners and key responsibilities                                                                                                                                                           |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Compliance strategy, including displacement mitigation actions (if necessary)                                                                                                                       |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Recommended funding mechanisms                                                                                                                                                                      |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | Sub-Total                                                                                                                                                                                             |                    | 12                                | 8                                | 10                                   | 48                              | 24                               | 120                             | 120                             | 342                             | \$ 47,910.00                       | 56           | 44              | 32                    | 2                         | 134                       | \$ 29,860.00              |              |
| Phase 5 | EXECUTE (August 2022)                                                                                                                                                                                 |                    |                                   |                                  |                                      |                                 |                                  |                                 |                                 |                                 |                                    |              |                 |                       |                           |                           |                           |              |
| 5A      | Produce and adopt Final Integrated Mobility and Housing Strategy                                                                                                                                      |                    | 4                                 | 0                                | 0                                    | 24                              | 0                                | 40                              | 40                              | 108                             | \$ 14,200.00                       | 12           | 10              | 2                     | 0                         | 24                        | \$ 5,720.00               |              |
|         | > Finalize PMIs and project graphics in response to Phase 4 research and findings                                                                                                                     |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Refine the draft Project Concepts report and draft Implementation Strategy report                                                                                                                   |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Consolidate materials into a cohesive booklet (digital and physical)                                                                                                                                |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Take the document for efficient and effective submission to targeted state and local grants                                                                                                         |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | > Conceptualize site implementation, tracking mechanisms and monitor mobility enhancements                                                                                                            |                    | -                                 | -                                | -                                    | -                               | -                                | -                               | -                               | -                               | -                                  | -            | -               | -                     | -                         | -                         | -                         |              |
|         | Sub-Total                                                                                                                                                                                             |                    | 4                                 | 0                                | 0                                    | 24                              | 0                                | 40                              | 40                              | 108                             | \$ 14,200.00                       | 12           | 10              | 2                     | 0                         | 24                        | \$ 5,720.00               |              |
|         |                                                                                                                                                                                                       |                    |                                   |                                  |                                      |                                 |                                  |                                 |                                 |                                 |                                    |              |                 |                       |                           |                           |                           |              |
|         |                                                                                                                                                                                                       |                    |                                   |                                  |                                      |                                 |                                  |                                 |                                 |                                 | \$ 132,495.00                      |              |                 |                       |                           |                           | \$ 60,880.00              |              |
|         |                                                                                                                                                                                                       |                    |                                   |                                  |                                      |                                 |                                  |                                 |                                 |                                 | Reimbursables \$ 6,460.00          |              |                 |                       |                           |                           | Reimbursables \$ 2,000.00 |              |
|         |                                                                                                                                                                                                       |                    |                                   |                                  |                                      |                                 |                                  |                                 |                                 |                                 | Sub-Total \$ 138,955.00            |              |                 |                       |                           |                           | Sub-Total \$ 70,880.00    |              |
|         |                                                                                                                                                                                                       |                    |                                   |                                  |                                      |                                 |                                  |                                 |                                 |                                 | Grand Total \$ 220,455.00          |              |                 |                       |                           |                           |                           |              |



## PROJECT MANAGEMENT

WRT's role as the prime consultant will be to manage the development of the Integrated Mobility and Housing Strategy in close collaboration with Mariposa County. We see ourselves as an extension of the County's project and stakeholder team, providing experience and technical capabilities that complement the Planning Department's specific professional experience, skills, and local knowledge.

As a team, we recognize the need for high-quality project management that addresses key elements of any project including quality of deliverables, client communications, and completion of activities on time and within budget. We understand at the center of all successful projects, is clear, concise communication that builds trust and creates understanding. As the prime consultant, it will be our responsibility to present a clear point of contact that affords direct communication between Mariposa County and the WRT project team and to assist in coordinating team efforts in successfully completing the IMHS. Through our work on the Mariposa Creek Parkway Master Plan, WRT, and more specifically our project manager Andy Dawson, has established a strong working relationship with the Mariposa County Planning Department and many engaged community members; that we hope to reinforce and strengthen with this project.

From an organizational standpoint, WRT's team is managed by a Principal-in-Charge (John Gibbs) and a Project Manager (Andy), both of whom are senior professionals with experience relevant to the project. Andy will be responsible for day-to-day liaison and communication with the client and for managing the work of WRT's in-house team of professionals as well as our subconsultant, Fehr & Peers. Andy and John have an established relationship with Mikey that will facilitate clear direction and open communication throughout the project.

### OUR MANAGEMENT AND ADVISORY TEAM

The WRT Management Team includes **John Gibbs** as the Principal-in-Charge, and **Andy Dawson** as the Project Manager, and daily point of contact. They will be supported by WRT principals **Joe Healy** and **Woo Kim**, who will serve as advisors and subject matter experts in housing and development and planning and urban design, respectively.

Joe Healy, an architect and housing development expert who leads WRT's affordable housing practice will serve as QA/QC lead, ensuring the project delivers strategies that are feasible and make smart development sense, related to budget, timeline, and goals, and he and the WRT architecture staff will be available for additional consultation regarding technical execution, should it be necessary.

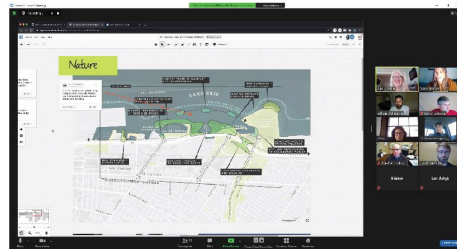
Woo Kim, a planner with extensive understanding of equity issues and the pursuit of grant funding, who is currently overseeing the planning and implementation of multiple area plans and neighborhood revitalization initiatives nationwide, will support QA/QC the process paying specific attention to equity and inclusion efforts. Woo is driven by the ability of planning and urban design to deliver opportunities for disenfranchised communities. Together, Woo and Joe have spent the past 30+ years specializing in the delivery of visioning and urban planning projects on the national, regional, and local scale. Their expertise will be a valuable contribution to the IMHS.

### FLEXIBILITY

WRT will be responsible for the quality and timeliness of the work, team management, technical work, and communication among team members and with the client. We will work with Mariposa County to clearly establish the parameters of the project and work consistently throughout the project to meet aspirations and expectations within the project budget. It is our experience working on dozens of complex planning processes that



## PROJECT MANAGEMENT



▲ OVER THE PAST 8 MONTHS, WRT HAS BECOME ADEPT AT ONLINE COLLABORATION AS AN ADDITIONAL TOOL FOR OUR OUTREACH TOOLKIT, BUT ALSO FOR INTERNAL PROJECT MANAGEMENT.

elements of the work plan may need to be revised due to unexpected issues. Our team has the capacity and flexibility to work with the City to respond to those issues, and to adjust the work plan as needed. Our approach to the IMHS in particular is positioned to allow for this type of flexibility.

### PROJECT MANAGEMENT PLAN

At the launch of the project, WRT will develop a Project Management Plan and Communication Strategy in coordination with Mariposa County. Proposed elements of the Project Management Plan and Communication Strategy include:

- *Project Initiation Meeting*  
At the kick-off meeting WRT and the client team will finalize the project scope, communication strategy, and project schedule and identify a project file sharing system.
- *Regular Coordination Meetings*  
Regular video conferencing and in-person meetings (when feasible) will be part of our communication strategy, as well as establishing guidelines and responsibilities early on regarding decision-making for the duration of the planning process. WRT will communicate with the project team on a bi-weekly basis and will host regularly scheduled Project Coordination + Management meetings on a monthly basis as needed. These regular calls can be supplemented by phone and email communication as needed. All meetings notes will be documented with clear follow-up steps and actions.
- *QA/QC Policy and Procedures*  
This project delivery methodology will require a rigorous approach to Quality Assurance/Quality Control (QA/QC). WRT's Quality Management process emphasizes the prevention of errors in addition to the correction of errors. Providing quality professional services is at the heart of WRT's ongoing success and is the responsibility of every WRT employee to uphold. The firm's Quality Management process includes the consistent

review and adherence to the approved budget, project goals and deliverables, and includes a Peer Review Process for internal review. WRT will collaborate closely with Mariposa County to ensure that quality, schedule, and project requirements are met. WRT will ultimately be responsible for the quality and completeness of all deliverables including those authored and developed by the subconsultant team.

### Project Management Platforms

We utilize several platforms to streamline our project management approach and establish an efficient, collaborative workflow in a virtual environment, including our cloud-based project system, Microsoft Teams. Teams is a fully integrated video communication software allowing us to work and share ideas through a virtual whiteboard. Teams also serves as project server, housing necessary collaborative files and maintaining accurate version control allowing access to be determined by the PM. Files and folders are also shared with the client through Microsoft OneDrive, which enables the sharing of large file sizes, and facilitates multiple users accessing the same file at once. We are well-versed and comfortable with all online and virtual communications platforms, including Teams, Zoom, and GoToMeeting. We also utilize Bluebeam Revu, Microsoft Whiteboard, and Conceptboard for their file markup, idea generation, and collaboration capabilities.



# MARIPOSA COUNTY

Administration • 966-3222



H.1

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDPH Outreach Discussion

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## **RECOMMENDATION AND JUSTIFICATION:**

Discussion and Direction Related to Recent Outreach from the California Department of Public Health.

The Board has recently received a request from the California Department of Public Health (CDPH) to, "get some situational awareness about all things Covid, how dispensation is going, [Third Party Administrator] transition, if there are any vulnerable communities that need a little more outreach, what's going well, what holes need to be plugged, all the good stuff." This request is both encouraging, in that CDPH is seeking feedback that will improve its operations, and unusual, in that the feedback about the details of the vaccination effort is being requested directly from the Board.

This item is to allow the Board to discuss a possible response to this request and to provide any related direction to staff that may be desired as a result of the discussion.

## **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The above-mentioned request was received via email to the clerk of the board on March 2, 2021. This is the first discussion of this topic.

## **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**RESULT: DIRECTION GIVEN**



# MARIPOSA COUNTY

Fire · 209-966-4330



H.2

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: CWPP Discussion and Direction

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## **RECOMMENDATION AND JUSTIFICATION:**

Discussion and possible direction regarding the Community Wildfire Protection Plan (CWPP) implementation and administration. The Mariposa County Fire Advisory Committee (MCFAC) is requesting the Board of Supervisors affirm that the MCFAC is charged with making recommendations to the Board on coordination, implementation and maintenance of the CWPP adopted February 16, 2021. MCFAC is also asking the Board of Supervisors for direction regarding the desire for regularly scheduled updates, on a quarterly basis, to the Board regarding Committee activities. This would also include updates and recommendations regarding implementation of the CWPP adopted February 16, 2021 and any status changes to Part 4: Action Plan and Implementation.

## **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

When MCFAC was formed on June 4, 2019 by Resolution 2019-303 and amended in Resolution 2019-415, it outlined this responsibility as a key function of the Committee in the Purpose and Functions section.

“a. Formulate, design, implement and participate in stakeholder engagement to ensure full participation by the committee in the establishment of recommendations for fire related issues to the Board of Supervisors, which will facilitate the implementation and ongoing maintenance of the Countywide Community Wildfire Protection Plan (CCWPP) and other needed fire plans, strategies, goals and documents;”

MCFAC, would bring forward recommendations to the Board of Supervisors for the CWPP and other fire related documents regarding implementation recommendations consistent with the purpose and charge of MCFAC as outlined in the Board of Supervisor's formation resolution as amended to date.

## Agenda Item - No Resolution Requested

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If no discussion and discussion, then these questions will be unresolved.

**RESULT:     DIRECTION GIVEN**



# MARIPOSA COUNTY

Planning • 209-966-5151



H.3

## **RESOLUTION - ACTION REQUESTED 2021-123**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Hazard Mitigation Grant Application for Midpines Strategic Fuel Reduction Project

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### **RECOMMENDATION AND JUSTIFICATION:**

Adopt a Resolution approving the submittal of an application to the FEMA Hazard Mitigation Grant Program to support implementation of a forest management plan for 320 acres in Midpines; and authorize the Board of Supervisors chair to sign the grant management cost subapplication, grant agreement if awarded, and other future necessary agreements (subject to approval as to form by County Counsel).

This grant would enable the Mariposa County to conduct hazardous fuels management activities on county-owned property in Midpines, for which a forest management plan has been developed. Implementing this management plan would help reduce the risk of catastrophic wildfire in the Midpines area.

The project cost is \$994,533, which includes \$745,899 of federal share and \$248,634 match share. The match share can come in the form of county staff time, including Planning, Public Works, and County Fire staff, spread out over the course of the 4 year grant period. Additionally, the match can be supplemented with grants from agencies such as the Sierra Nevada Conservancy. Finally, the grant would provide up to 5% (approximately \$50,000) for grant management costs.

In the past 10 years there have been a large number of wildfires in the area and the project site is located in a very high risk fire area, exacerbated by the tree mortality pandemic currently decimating regional pine forests. Roughly 25% of the stand in the project area is already dead, and green trees with Western Pine Beetles are present.

The objectives for this project are to create a defensible fuel break along the property lines and to reduce hazardous fuel loads by way of mastication. Once the fuel break and fuel reduction is done, it will be planted with Ponderosa Pine to improve the timber stand, create a shaded fuel break, and also help shade out chaparral in the future. No woody debris will be removed from the property.

Vegetation will be treated either by mastication or cut by hand. Mastication will scatter shredded wood through the work areas, and vegetation cut by hand will be lopped and scattered or chipped on site. The woody debris left behind from these

operations will aid in slowing erosion, as well as returning nutrients to the soil, and creating habitat for micro-organisms as it decays. No heavy equipment, such as a masticator, will travel on slopes 30% or greater. This will help to slow erosion. Any work done on a 30% slope or greater will be done by hand. Work will be spread out over the four-year grant period and on-going maintenance will be required to ensure effective wildfire risk reduction.

#### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

On June 23, 2015, the Board of Supervisors adopted Resolution 2015-313, which approved the 2015 Local Hazard Mitigation Plan. The LHMP lays the framework for future mitigation planning and action to benefit Mariposa County communities. The benefit of the LHMP adoption allows Mariposa County the ability to receive State and Federal grant and assistance funding. A consequence of not adopting the LHMP could forego an opportunity to qualify for future grants, disaster mitigation and recovery funding. Multiple sections of this plan identify the reduction of hazardous fuels as a hazard mitigation priority.

On February 19, 2019, the Board of Supervisors adopted Resolution 2019-96, which authorized application to this grant for this project, with the application to be developed by Blue Ridge Services, Inc. Ultimately, Blue Ridge Services did not produce the application, which was developed by county staff and submitted.

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Alternatives - do not authorize submittal of the grant application.

Negative action - would be to not authorize submittal of the grant application.

#### **FINANCIAL IMPACT:**

**This action would generate external funding to support wildfire hazard mitigation activities. The amount of funding generated is anticipated to be \$745,899 with \$248,634 in match. The match is anticipated to be primarily in-kind funds from staff time.**

#### **ATTACHMENTS:**

**11\_1\_MidpinesFuelReduction BCA Update (PDF)**

**11\_2\_MidpinesFuelReduction BCA Report (PDF)**

**Vicinity Map with Aerial (JPG)**

**Vicinity Map with Topo (JPG)**

**11\_6 Grant Management Cost Subapplication (PDF)**

**210309 Resolution Draft (PDF)**

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Tom Sweeney, District II Supervisors

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

| Project Summary                                         |          |              |             |           |
|---------------------------------------------------------|----------|--------------|-------------|-----------|
| Mitigation Title                                        | Hazard   | Benefits (B) | Costs (C)   | BCR (B/C) |
| Hazardous Fuels Reduction<br>@ 37.5416370; -119.9388160 | Wildfire | \$4,011,324  | \$1,001,307 | 4.01      |
|                                                         | Total    | \$4,011,324  | \$1,001,307 | 4.01      |

| Property Configuration  |                                                      |
|-------------------------|------------------------------------------------------|
| Property Title:         | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
| Property Location:      | 95345, Mariposa, California                          |
| Property Coordinates:   | 37.541637, -119.938816                               |
| Hazard Type:            | Wildfire                                             |
| Mitigation Action Type: | Hazardous Fuels Reduction                            |
| Property Type:          | Residential Building                                 |
| Analysis Method Type:   | Modeled Damages                                      |

| Cost Estimation              |                    | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|------------------------------|--------------------|------------------------------------------------------|
| Project Useful Life (years): | 4                  |                                                      |
| Project Cost:                | \$994,533          |                                                      |
| Number of Maintenance Years: | 4 Use Default: Yes |                                                      |
| Annual Maintenance Cost:     | \$2,000            |                                                      |

| Hazard Properties                           |                     | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|---------------------------------------------|---------------------|------------------------------------------------------|
| Average Burn Recurrence Interval for 95345: | 22 Use Default: Yes |                                                      |
| Project Effectiveness:                      | 10                  |                                                      |

| Standard Benefits - Building                                                            |               | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|-----------------------------------------------------------------------------------------|---------------|------------------------------------------------------|
| Number of Buildings Protected by Proposed Project:                                      | 644           |                                                      |
| Total building replacement value (BRV) of all building(s) within proposed project area: | \$145,942,543 |                                                      |

| Standard Benefits - Contents |                                  | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|------------------------------|----------------------------------|------------------------------------------------------|
| Value of Building Contents:  | \$72,971,271.50 Use Default: Yes |                                                      |

| Standard Benefits - Displacement     |                        | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|--------------------------------------|------------------------|------------------------------------------------------|
| Lodging Per Diem:                    | \$165 Use Default: Yes |                                                      |
| Meals Per Diem:                      | \$66 Use Default: Yes  |                                                      |
| Population Affected:                 | 1115                   |                                                      |
| Total Residential Displacement Cost: | \$65,950               |                                                      |



| Standard Benefits - Other                                                 |     | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|---------------------------------------------------------------------------|-----|------------------------------------------------------|
| Value of Infrastructure vulnerable to fire in project area:               | \$0 |                                                      |
| Value of Timber to be sold within proposed project area:                  | \$0 |                                                      |
| Fire suppression costs for one typical fire within proposed project area: | \$0 |                                                      |
| Other costs mitigated by proposed project:                                | \$0 |                                                      |

| Standard Benefits - Volunteer Costs      |     | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|------------------------------------------|-----|------------------------------------------------------|
| Number of Volunteers (volunteers/event): | 0   |                                                      |
| Number of Days of Lodging:               | 0   |                                                      |
| Expected Annual Volunteer Benefits:      | \$0 |                                                      |

| Standard Benefits - Ecosystem Services       |           | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|----------------------------------------------|-----------|------------------------------------------------------|
| Total Project Area (acres):                  | 320       |                                                      |
| Percentage of Green Open Space:              | 0.00%     |                                                      |
| Percentage of Riparian:                      | 0.00%     |                                                      |
| Percentage of Wetlands:                      | 0.00%     |                                                      |
| Percentage of Forests:                       | 100.00%   |                                                      |
| Percentage of Marine Estuary:                | 0.00%     |                                                      |
| Expected Annual Ecosystem Services Benefits: | \$177,280 |                                                      |

| Benefits-Costs Summary                  |             | Hazardous Fuels Reduction @ 37.5416370; -119.9388160 |
|-----------------------------------------|-------------|------------------------------------------------------|
| Total Standard Mitigation Benefits:     | \$4,011,324 |                                                      |
| Total Social Benefits:                  | \$0         |                                                      |
| Total Mitigation Project Benefits:      | \$4,011,324 |                                                      |
| Total Mitigation Project Cost:          | \$1,001,307 |                                                      |
| Benefit Cost Ratio - Standard:          | 4.01        |                                                      |
| Benefit Cost Ratio - Standard + Social: | 4.01        |                                                      |

05 Jul 2019

Project: **Midpines Fuel Reduction**

Pg 1 of 5

Total Benefits: **\$3,407,614**

Total Costs: **\$1,001,307**

BCR: **3.40**

Project Number: DR-4382

Disaster #: 4382

Program: HMGP

Agency: **Mariposa County**

State: **California**

Point of Contact: Mike Healy

Analyst: Molly Stephens

Project Summary:

Project Number: DR-4382

Disaster #: 4382

Program: HMGP

Agency: Mariposa County

Analyst: Molly Stephens

Discount Rate: 0.070

Point of Contact: Mike Healy

Phone Number: 2099665356

Address: 5100 Bullion St., Mariposa, California, 95338

Email: mhealy@mariposacounty.org

Comments:

Structure Summary For:

Community of Midpines, Midpines Neighborhood, Midpines, California, 95345, Mariposa

Structure Type: Building

Historic Building: No

Contact: Molly Stephens

Benefits: \$3,407,614

Costs: \$1,001,307

BCR: 3.40

| Mitigation                           | Hazard   | BCR  | Benefits    | Costs       |
|--------------------------------------|----------|------|-------------|-------------|
| Hazardous Fuels Reduction Activities | Wildfire | 3.40 | \$3,407,614 | \$1,001,307 |

|                                    |                                         |                                |
|------------------------------------|-----------------------------------------|--------------------------------|
| 05 Jul 2019                        | Project: <b>Midpines Fuel Reduction</b> | Pg 2 of 5                      |
| Total Benefits: <b>\$3,407,614</b> | Total Costs: <b>\$1,001,307</b>         | BCR: <b>3.40</b>               |
| Project Number: DR-4382            | Disaster #: 4382                        | Program: HMGP                  |
| State: <b>California</b>           | Point of Contact: Mike Healy            | Agency: <b>Mariposa County</b> |
|                                    |                                         | Analyst: Molly Stephens        |

|                                       |                                                                                     |           |  |
|---------------------------------------|-------------------------------------------------------------------------------------|-----------|--|
| Structure and Mitigation Details For: | Community of Midpines, Midpines Neighborhood, Midpines, California, 95345, Mariposa |           |  |
| Benefits: \$3,407,614                 | Costs: \$1,001,307                                                                  | BCR: 3.40 |  |

|                                                         |  |           |                                            |
|---------------------------------------------------------|--|-----------|--------------------------------------------|
| Hazard: <b>Wildfire</b>                                 |  |           |                                            |
| Mitigation Option: Hazardous Fuels Reduction Activities |  |           |                                            |
| Average Burn Recurrence Interval: 22                    |  | (Default) | Project Effectiveness of Measures: 10.00 % |

Damages and Losses Before Mitigation

|                                                                                 |                      |
|---------------------------------------------------------------------------------|----------------------|
| How many buildings will this proposed project protect                           | 644                  |
| Building Replacement Value(BRV) of buildings only within proposed project area  | \$145,942,543        |
| Value of project area building contents:                                        | \$72,971,272         |
| Value of infrastructure vulnerable to fire within proposed project area:        |                      |
| Value of timber to be sold within proposed project area:                        | \$0                  |
| Fire suppression costs for one typical fire event within proposed project area: |                      |
| Other:                                                                          |                      |
| <b>SUBTOTAL Benefits:</b>                                                       | <b>\$218,913,815</b> |

|                                                                          |             |
|--------------------------------------------------------------------------|-------------|
| Number of residents within proposed project area                         | 1,115       |
| Current federal lodging per diem:                                        | \$91        |
| Current federal meals per diem:                                          | \$51        |
| Cost per person to eat meals at home:                                    | \$7         |
| Estimated annual death rate for proposed project area:                   | 0.0094      |
| Estimated annual injury rate for proposed project area:                  | 0.0506      |
| Statistical value of annual deaths:                                      | \$6,900,000 |
| Dollar value of annual deaths:                                           | \$64,625    |
| Statistical value of annual injuries (average of minor, major injuries): | \$889,375   |

|                                    |                                         |                                |
|------------------------------------|-----------------------------------------|--------------------------------|
| 05 Jul 2019                        | Project: <b>Midpines Fuel Reduction</b> | Pg 3 of 5                      |
| Total Benefits: <b>\$3,407,614</b> | Total Costs: <b>\$1,001,307</b>         | BCR: <b>3.40</b>               |
| Project Number: DR-4382            | Disaster #: 4382                        | Program: HMGP                  |
| State: <b>California</b>           | Point of Contact: Mike Healy            | Agency: <b>Mariposa County</b> |
|                                    |                                         | Analyst: Molly Stephens        |

Dollar value of annual injuries: \$44,981  
Average annual damages and losses: \$9,950,628  
**Total annual losses before mitigation:** \$10,109,386

Volunteer Costs

|                                             |        |                                     |        |
|---------------------------------------------|--------|-------------------------------------|--------|
| Number of Volunteers Required:              | 0      | Number of Hours Volunteered/Person: | 0      |
| Cost of Volunteers Time (\$/Hour/Person):   | \$0.00 | Number of Days Lodging/Volunteer:   | 0      |
| Per-Person Cost of Lodging for a Volunteer: | \$0.00 | Cost of Volunteers:                 | \$0.00 |

Environmental Benefits

Land Use  
Total Project Area (Acres): 0.00000000

| Parcel Type | % of Parcel Type Being Used | \$/Acre/Year |
|-------------|-----------------------------|--------------|
|             | 0%                          | \$0          |

Summary Of Benefits

| Expected Annual Damages Before Mitigation                             | Expected Annual Damages After Mitigation                  | Expected Avoided Damages After Mitigation (Benefits) |
|-----------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------|
| Annual: \$10,060,235<br>Present Value: \$34,076,140                   | Annual: \$9,054,211<br>Present Value: \$30,668,526        | Annual: \$1,006,024<br>Present Value: \$3,407,614    |
| Mitigation Benefits: \$3,407,614<br>Benefits Minus Costs: \$2,406,307 | Mitigation Costs: \$1,001,307<br>Benefit-Cost Ratio: 3.40 |                                                      |

Cost Estimate

Project Useful Life (years): 4      Construction Type:

Version: 5.3.0

|                                    |  |                                         |  |                                |  |
|------------------------------------|--|-----------------------------------------|--|--------------------------------|--|
| 05 Jul 2019                        |  | Project: <b>Midpines Fuel Reduction</b> |  | Pg 4 of 5                      |  |
| Total Benefits: <b>\$3,407,614</b> |  | Total Costs: <b>\$1,001,307</b>         |  | BCR: <b>3.40</b>               |  |
| Project Number: DR-4382            |  | Disaster #: 4382                        |  | Program: HMGP                  |  |
| State: <b>California</b>           |  | Point of Contact: Mike Healy            |  | Agency: <b>Mariposa County</b> |  |
|                                    |  |                                         |  | Analyst: Molly Stephens        |  |

|                                  |             |                                            |         |
|----------------------------------|-------------|--------------------------------------------|---------|
| Mitigation Project Cost:         | \$994,533   | Detailed Scope of Work:                    | Yes     |
| Annual Project Maintenance Cost: | \$2,000     | Detailed Estimate for Entire Project:      | Yes     |
| Final Mitigation Project Cost:   | \$1,001,307 | Years of Maintenance:                      | 4       |
| Cost Basis Year:                 |             | Present Worth of Annual Maintenance Costs: | \$6,774 |
| Construction Start Year:         |             | Estimate Reflects Current Prices:          | Yes     |
| Construction End Year:           |             | Project Escalation:                        |         |

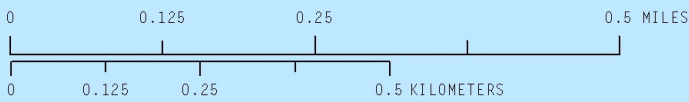
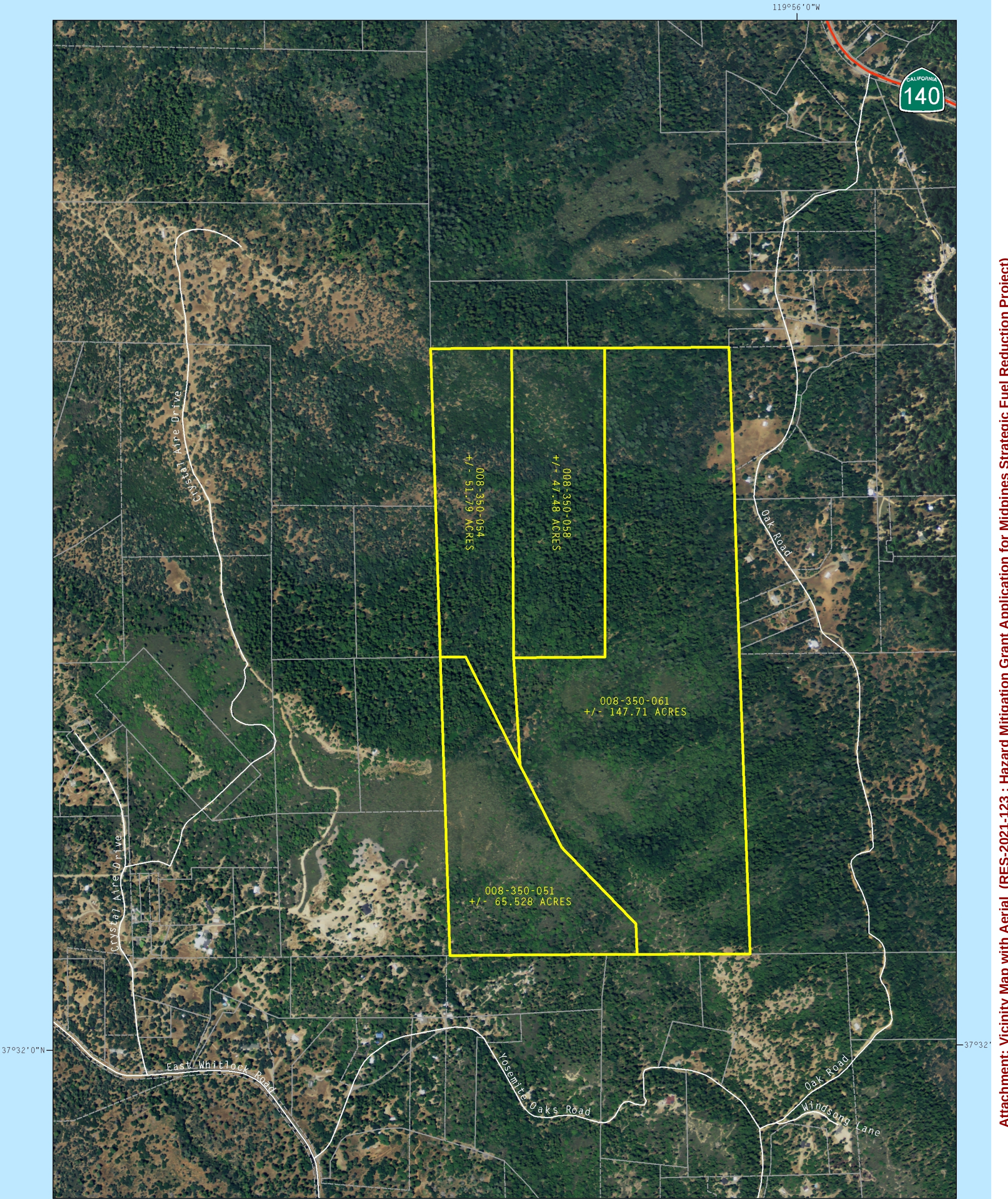
|                                    |                                         |                         |                                |
|------------------------------------|-----------------------------------------|-------------------------|--------------------------------|
| 05 Jul 2019                        | Project: <b>Midpines Fuel Reduction</b> |                         | Pg 5 of 5                      |
| Total Benefits: <b>\$3,407,614</b> | Total Costs: <b>\$1,001,307</b>         | BCR: <b>3.40</b>        |                                |
| Project Number: DR-4382            | Disaster #: 4382                        | Program: HMGP           | Agency: <b>Mariposa County</b> |
| State: <b>California</b>           | Point of Contact: Mike Healy            | Analyst: Molly Stephens |                                |

Justification/Attachments

| Field                      | Description                                                                                                                                      | Attachments                                                                                    |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Building Replacement Value | Valuation of residential structures calculated surrounding the 2-mile proposed project radius.                                                   |                                                                                                |
| Mitigation Project Cost    | Cost for proposed fuel reduction project                                                                                                         |                                                                                                |
| Number Of Buildings        | Number of residential structures, their associated value calculated using GIS as described in technical report (11_3_TechnicalReportDR4407.doc). | 11_3_BCA Technical Report_DR4407.docx;<br>11_5_CostBookReference.pdf;<br>11_4_ParcelTable.xlsx |



# COUNTY PROPERTY IN MIDPINES AREA



SCALE 1:10,000  
MAP DATE: FEBRUARY 2, 2011  
DATA SOURCE: ASSESSOR PARCEL MAP DECEMBER 2010 UPDATE;  
USDA-FSA AERIAL PHOTOGRAPHY 2009

MAP CREATED BY: E.E. MERIAM, GIS TECHNICIAN; MARIPOSA COUNTY  
PLANNING DEPARTMENT

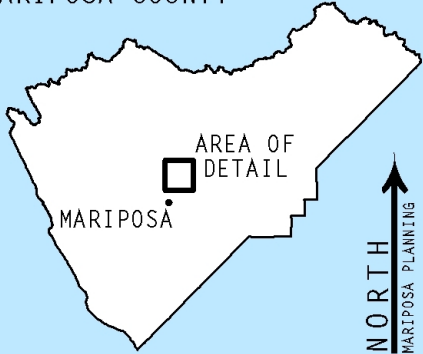
COORDINATE SYSTEM: NAD 1983 STATE PLANE CALIFORNIA III



MARIPOSA COUNTY PLANNING DEPARTMENT  
P.O. BOX 2039  
5100 BULLION STREET  
MARIPOSA, CA 95338-2039  
(209) 966-5151 FAX (209) 742-5024  
[HTTP://WWW.MARIPOSACOUNTY.ORG/PLANNING](http://www.mariposacounty.org/planning)

MARIPOSA COUNTY MAKES NO WARRANTY REGARDING THE ACCURACY OF THE GIS OR THE ANALYSIS AND CONCLUSIONS RESULTING FROM USING OUR GIS DATA.

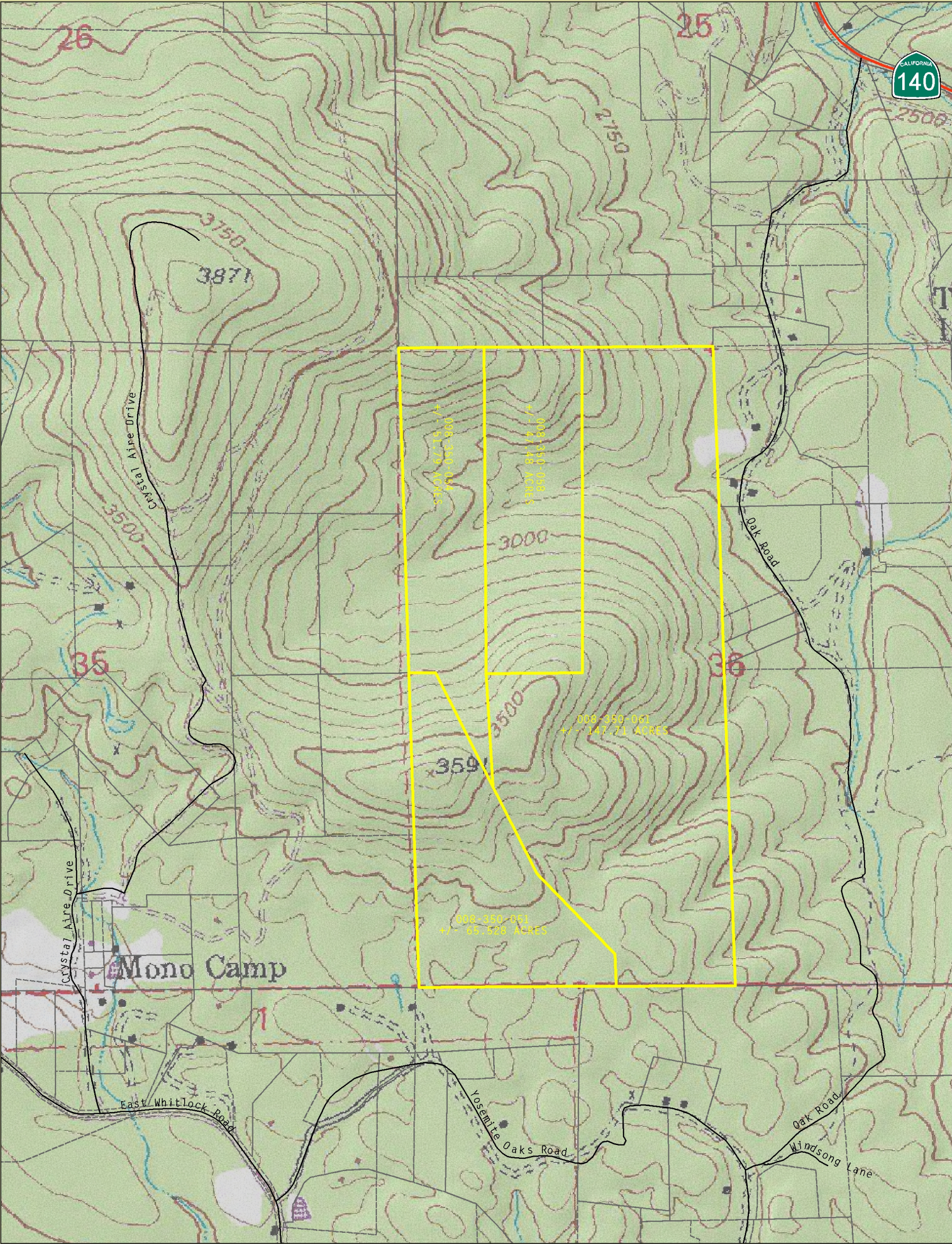
MARIPOSA COUNTY



- COUNTY PROPERTY IN MIDPINES AREA
- ASSESSOR PARCEL MAP
- ROADS
- STATE HIGHWAY



# COUNTY PROPERTY IN MIDPINES AREA



0 0.125 0.25 0.5 MILES

0 0.125 0.25 0.5 KILOMETERS

SCALE 1:10,000 CONTOUR INTERVAL 50 FEET

MAP DATE: FEBRUARY 17, 2011

DATA SOURCE: ASSESSOR PARCEL MAP DECEMBER 2010 UPDATE;  
USGS TOPOGRAPHIC MAP 2003

MAP CREATED BY: E.E. MERIAM, GIS TECHNICIAN; MARIPOSA COUNTY  
PLANNING DEPARTMENT

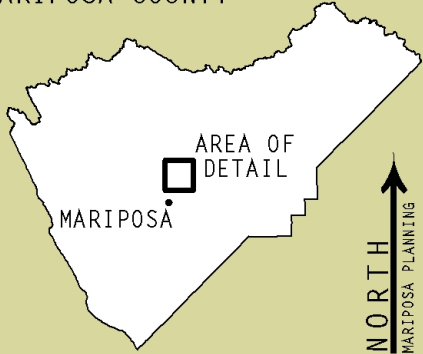
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MARIPOSA COUNTY



NORTH  
MARIPOSA PLANNING

- COUNTY PROPERTY IN MIDPINES AREA
- ASSESSOR PARCEL MAP
- ROADS
- STATE HIGHWAY





## Hazard Mitigation Grant Program Grant Management Cost Subapplication

### SECTION 1

**Subapplicant Name:** Mariposa County  
**Project Name:** Midpines Strategic Fuels Reduction Project  
**Disaster Number:** DR-4407  
**Project Number:** PJ0063

Subrecipient grant management costs are available at no more than 5% of the final project cost to subrecipients who apply and can meet all federal grant requirements. Subrecipients must provide a detailed budget of the management cost request per 2 CFR 200.403, which is subject to Cal OES/FEMA approval. Reimbursement is based on documented actual cost. Subrecipients may choose to decline management costs at their own discretion. Please complete this subapplication and return both the Excel form and a signed PDF version to Cal OES via HMA@caloes.ca.gov.

Note: If the management cost subapplication is not returned within 30 days, a nonresponse will be considered an election by the sub recipient not to

Please check ONE:

- ☒ Yes, the above-referenced entity will seek reimbursement for Subrecipient Management Costs. I have completed the "Management Cost Budget Breakdown" below which includes the Cost Estimate Narrative for the above-referenced project. Management cost reimbursements will not exceed 5% of the "total project cost" and I am aware that the Federal cost share for management costs is 100%. Total Project Cost is calculated by dividing the Federal Share by 0.75.
- ☐ No, the above-mentioned entity will not seek reimbursement for Subrecipient Management Costs for the above-mentioned project and waives the right to these funds.

\_\_\_\_\_  
Authorized Agent - Please Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SECTION 2

Enter Total Federal Share Cost:

|    |         |
|----|---------|
| \$ | 750,980 |
|----|---------|

Maximum Eligible Management Cost:  
(Calculated from entry above)

|    |        |
|----|--------|
| \$ | 50,065 |
|----|--------|

**FEMA Definition of Management Costs:** Any direct cost, any direct administrative cost, and any other administrative expenses associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activity or measure.

Directions: For each category, provide a total estimated cost. Refer to the Management Cost Examples below for costs that may be included. For the Narrative field, include a detailed description of work for each cost, including the methodology used to estimate each cost. For example, if your cost estimate includes your agency's employee's time, include estimated hours, personnel titles, and salary/hourly wages plus benefits for a total hourly cost. Additionally, describe how these costs will be used through the life of the grant.

| Management Cost Budget Breakdown:                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| A. Staff Time (includes fringe benefits)                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 44,000.00 |
| Narrative:<br>This covers 100 hours per year for the four years of the project's useful life. The staff person would be a Planner II or similar staff-level planner at the Mariposa County Planning Department, where we calculate a flat rate of \$110/hour for salary/hourly wages and benefits. Tasks will include management of the project's technical monitoring, quarterly reporting, technical assistance, and the reimbursement and closeout process throughout the project. |              |
| B. Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 4,000.00  |
| Narrative:<br>This would include travel costs to attend professional development training courses directly related to implementation of the Hazard Mitigation grant. Attendees would be Mariposa County Planning Department staff, as well as staff from associated county agencies, such as the Public Works and Fire departments.                                                                                                                                                   |              |
| C. Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |              |
| Narrative:                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |

|  |
|--|
|  |
|  |

|                                                                                                                                                                        |    |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| D. Supplies                                                                                                                                                            | \$ | 2,000.00  |
| Narrative:                                                                                                                                                             |    |           |
| This includes \$500 annually for office supplies, such as printing and supplies necessary to conduct technical monitoring, for each year of the project's useful life. |    |           |
|                                                                                                                                                                        |    |           |
| E. Indirect Cost                                                                                                                                                       |    |           |
| Narrative:                                                                                                                                                             |    |           |
|                                                                                                                                                                        |    |           |
| F. Other                                                                                                                                                               |    |           |
| Narrative:                                                                                                                                                             |    |           |
|                                                                                                                                                                        |    |           |
| <b>Total Management Cost Requested:</b>                                                                                                                                |    |           |
|                                                                                                                                                                        | \$ | 50,000.00 |
| <b>Maximum Management Cost Allowed (Requested • Allowed)</b>                                                                                                           |    |           |
|                                                                                                                                                                        | \$ | 50,065    |

### **Management Cost Examples**

A. Staff Time - salary of hourly employee staff time to manage technical monitoring, quartely reporting, technical assistance, and the reimbursement and closeout process.

B. Travel - Travel costs to attend professional development training courses directly related to implementation of the Hazard Mitigation grant.

- C. Equipment - Equipment costs directly related to implementation of the Hazard Mitigation grant.
- D. Supplies - Supply costs directly related to implementation of the Hazard Mitigation grant, such as printer materials and office supplies.
- E. Indirect Cost - Depreciation or use allowances on buildings and equipment, costs of operating and maintain facilities, general administration and accounting administration.
- F. Other - Any other administrative expenses not captured in the categories above.



**STATE OF CALIFORNIA  
COUNTY OF MARIPOSA  
BOARD OF SUPERVISORS**

Resolution No. 21-\_\_\_\_ A RESOLUTION TO APPROVE THE SUBMITTAL OF AN APPLICATION TO THE HAZARD MITIGATION GRANT PROGRAM TO SUPPORT IMPLEMENTATION OF A FOREST MANAGEMENT PLAN IN MIDPINES AND AUTHORIZE THE BOARD TO SIGN THE GRANT MANAGEMENT SUBAPPLICATION, GRANT AGREEMENT IF AWARDED, AND OTHER FUTURE NECESSARY AGREEMENTS.

**WHEREAS**, Mariposa County is eligible for Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program due to a presidentially declared disaster (DR-4407); and

**WHEREAS**, the Notice of Interest submitted by Mariposa County to perform wildfire mitigation activities in Midpines (the Midpines Strategic Fuel Reduction Project) was approved by the California Office of Emergency Services; and

**WHEREAS**, the County is eligible to develop an application to FEMA's Hazard Mitigation Grant Program.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors does hereby approve the submittal of an application to the Hazard Mitigation Grant Program to support implementation of a forest management plan in Midpines, and authorize the Board to to sign the grant management cost subapplication, grant agreement if awarded, and other future necessary agreements (subject to approval as to form by County Counsel).

**ON MOTION BY** Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, this resolution is duly passed and adopted this 9<sup>th</sup> day of March, 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

\_\_\_\_\_  
Marshall Long, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Dahlem, County Counsel



# MARIPOSA COUNTY

Public Works • 209 966 5356



H.4

## **RESOLUTION - ACTION REQUESTED 2021-124**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a First Amendment with NCE for the Downtown Renovation Project

---

### **RECOMMENDATION AND JUSTIFICATION:**

Approve a First Amendment with NCE for the Downtown Renovation Project to Revise the Scope of Service and Increase Compensation in the Amount of \$96,300 for a Total Not to Exceed Amount of \$720,940; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The additional scope added to this agreement provides for extensive survey work within the project limits and the phasing of this Project from one into two distinct design work elements.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

On June 9, 2020 Resolution 2020-347 the Board authorized an Agreement for design service with NCE.

On March 17, 2020 Resolution 2020-142 the Board authorized the Public Works Director to advertise for Design Services for the Downtown Renovation Project.

On November 19, 2019 Resolution 2019-660 the Board authorized acceptance of a Grant Award from the Economic Development Administration.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve, the needed changes will not occur.

### **FINANCIAL IMPACT:**

**There is no financial impact associated with this item as this grant is funded at the 100% level through Federal sources.**

### **ATTACHMENTS:**

**NCE 20-059 Downtown Renovation (PDF)**

**NCE 1st amd Downtown Renovation (PDF)**

**RESULT:**     **ADOPTED [UNANIMOUS]**

**MOVER:**     Miles Menetrey, District V Supervisor

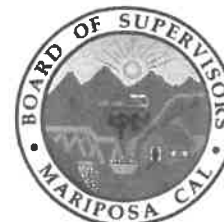
**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Public Works • 209 966 5356



## RESOLUTION - ACTION REQUESTED 2020-307

MEETING: June 9, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the Board Chair to Execute a Design Contract for the Downtown Revitalization Project

---

### RECOMMENDATION AND JUSTIFICATION:

Approve a Professional Design Agreement with NCE for the Downtown Revitalization Project for the Amount Not to Exceed \$645,940; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works solicited Requests for Proposals from Design Engineering Firms for this project and received proposals from six(6) qualified firms. A Selection committee made up of staff from Public Works, Planning, MPUD and the District Board Supervisor where the project is located. The Committee reviewed all of the proposals and selected two firms based upon their proposals to be invited for oral interviews in order to better ascertain their vision for this true Legacy Project for the County.

Upon completion of the interview of these two highly qualified firms the Committee recommendation and selection was the firm of NCE.

Under the provisions of the Grant this project has a tight timeline for design and construction.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 17, 2020 Resolution 2020-142 the Board Authorized the Public Works Director to advertise for Design Services for the Downtown Renovation Project.

On November 19, 2019 Resolution 2019-660 the Board authorized acceptance of a Grant Award from the Economic Development Administration.

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the Downtown Rehabilitation will not move forward.

### FINANCIAL IMPACT:

## Resolution - Action Requested 2020-307

**There is no financial impact to the County as this project is 100% Funded by the Federal Government.**

**ATTACHMENTS:**

**Proposal (PDF)**

**NCE 20-059 Downtown Revitalization Project Design Agreement (PDF)**

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Merlin Jones, District II Supervisor

**SECONDER:** Marshall Long, District III Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

20-059

## AGREEMENT FOR DESIGN SERVICES FOR THE MARIPOSA DOWNTOWN RENOVATION

THIS AGREEMENT ("Agreement") is made and entered into this 9<sup>th</sup> day of June, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and NCE, ("Contractor"), pursuant to the following terms and conditions.

### WITNESSETH:

#### 1. TERM

The term of this Agreement shall commence on June 1, 2020 and terminate on December 31, 2022 unless extended as provided by this Agreement.

#### 2. SERVICES

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

#### 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$645,590. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

#### 4. INSURANCE

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

##### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit



shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

#### B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

## **5. HOLD HARMLESS/INDEMNIFICATION**

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

## **6. INDEPENDENT CONTRACTOR**

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

## **7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

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

## 8. STATE AND FEDERAL TAXES

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

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

## 9. ASSIGNMENT

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

## 10. NOTICE

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

### CONTRACTOR:

NCE  
8795 Folsom Blvd. Suite 250  
Sacramento, CA 95826  
916.388.5655

### COUNTY:

Public Works  
4639 Ben Hur Rd.  
Mariposa, CA 95338  
209.966.5356

## **11. COMPLIANCE**

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

## **12. PUBLIC RECORDS ACT**

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

## **13. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## **14. ENFORCEABILITY AND SEVERABILITY**

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

## **15. TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

## **16. NO WAIVER**

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

## **17. DISPUTES**

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

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

## **18. CAPTIONS**

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

## **19. NUMBER AND GENDER**

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

## **20. MANDATORY AND PERMISSIVE**

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

## **21. SUCCESSORS AND ASSIGNS**

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

## **22. COUNTERPARTS**

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

## **23. OTHER DOCUMENTS**

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



## **24. CONTROLLING LAW**

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

## **25. AUTHORITY**

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

## **26. NEGOTIATED AGREEMENT**

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

## **27. NO RELIANCE ON REPRESENTATIONS**

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

## **28. WARRANTY**

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

## **29. FUNDING AVAILABILITY**

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



assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

**Funding Source:**

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

COUNTY OF MARIPOSA



Kevin Cann, Chair  
Board of Supervisors

CONTRACTOR



NCE

Michael Leacock  
Principal

ATTEST:



Rene LaRoche  
Clerk of the Board

APPROVED AS TO FORM:



Steven W. Dahlem  
County Counsel

## EXHIBIT "A"

## Revised Scope of Work - Mariposa Town Renovation Project

May 13, 2020

**Task 1: Project Management**

NCE will provide project management, communication, and project coordination services, and will organize a project kick-off meeting with the County and MPUD.

**1.1 Project Kick-Off Meeting**

NCE's Project Manager will schedule a kick-off meeting with stakeholders to initiate work on the project. The objectives of the kick-off meeting will be to:

- Review the scope of work (SOW), assumption and deliverables – note that the SOW included in this proposal will be refined during a meeting with the County after award and prior to contract signing as outlined in the approach section
- Establish lines of communication including dedicated File Transfer Protocol (FTP) site, if necessary
- Confirm deadlines and agree on project schedule and milestones
- Review design and operation criteria
- Review QA/QC program and requirements
- Obtain all relevant information from County e.g. utility maps, aerial photos, GIS shape files, etc.

Establishing effective lines of communication with, and coordination among the various project stakeholders from the start of this project is critical. These may include, but are not limited to County and MPUD staff (engineering, maintenance, traffic engineering, water, sewer, GIS etc.), and third party utility and other service providers (PG&E, AT&T, Comcast, Caltrans, schools, etc.). To the extent that any construction conflicts or requirements and/or design challenges can be identified early on, this helps to minimize delays (and likely costs) later in the design process or during construction. Additionally, at the kick-off meeting, the key deliverables and schedule for each task will be reviewed and adjusted accordingly to meet the County's needs.

**1.2 Project Management (Communication & Coordination)**

NCE's Project Manager will maintain frequent and timely communication with the County throughout the duration of the project on regular bi-weekly meetings or phone calls. Project management tasks will include:

- Maintain frequent and timely communication with County staff
- Prepare and update a Project Schedule in Gantt format using MS Project
- Track contract budget and inform the County of any scope concerns in a timely manner
- Host FTP site for project data and deliverables

Throughout the project, NCE staff will be available to attend progress meetings with the County (up to six meetings included in this scope of work) to maintain good communication. Due to the current COVID-19 outbreak NCE assumes that the first three meetings will be held via Go-to Meeting or another web-based platform. The purpose of the progress meetings will be to identify and resolve any design or funding issues

### Task 2.3: Topographic Surveying

NCE understands that the County Surveyor will provide a design ready topographic survey and right-of-way information of all streets and the streets with sanitary sewer replacement and lining work. Prior to the survey work NCE will meet (web-based meeting) with the County Surveyor to review the survey requirements.

NCE assumes that the surveys, conducted by the County Surveyor, will collect the following data:

#### Topographic Survey for Street Improvements

-  Perform cross-section survey of roadway at 50-foot intervals and include detailed mapping of existing driveways up to the right-of-way.
-  Perform topographic survey of all hardscape and softscape, including grade breaks, high points, and low points. In flat areas, measure spot elevations in a grid pattern at 25-foot intervals.
-  Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
-  Trees 4-inch in diameter at breast height or larger will be located.
-  Prepare topographic map at a client-defined scale.

#### Topographic Survey for Sewer Rehabilitation

-  Perform cross-section survey of roadway at 50-foot intervals. For segments of the project that fall outside of an existing roadway, mapping will consist of a corridor 50 feet wide with a minimum of three grades at each cross-section.
-  Perform topographic survey of all hardscape and softscape, including grade breaks, high points, and low points. In flat areas, measure spot elevations in a grid pattern at 50-foot intervals.
-  Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
-  Trees 4-inch in diameter at breast height or larger will be located.

**Deliverables:**

- 🔧 Video survey file and report of selected sewer mains (may include videos, individual condition reports, maps with pipe and structure IDs, and a database file)

**Task 2.5: Limited Geotechnical Investigation and Pavement Coring**

For this task, NCE's subcontractor MGE will perform geotechnical services to support pavement design, sewer replacement, retaining wall design, and earthwork recommendations for improvements. MGE will perform borings to assess subgrade where pavement will be rehabilitated or replaced. MGE will perform one to two borings per street where the sewer will be replaced; two borings per parking lot; and one boring at 3rd, 4th, 7th, 9th, and 11th Streets and two holes at 5th, 6th, and 8th Streets. If possible, MGE will attempt to locate borings where we can collect data for both pavement and sewer concurrently. MGE expects to complete a total of sixteen borings for the roadway, parking area, and sewer replacement.

MGE assumes that the streets can be closed during the explorations and MGE will provide only provide temporary road closure signs on each side of the work area. MGE will not place traffic control signs within Caltrans right-of-way to avoid applying for a Caltrans encroachment permit. MGE expects to obtain an encroachment permit from the County for work on streets in Mariposa. MGE will not perform exploration within Caltrans right-of-way.

MGE will provide geotechnical recommendations for sewer trench excavations, wall foundations, and provide pavement section data and subgrade evaluations to NCE for their pavement design. MGE will prepare a draft and final version of our geotechnical report. Pavement design engineering and pavement design will be prepared in Task 4.1. The geotechnical services will consist of:

- 🔧 Acquiring County and Caltrans encroachment permits
- 🔧 Marking boring locations for utility location
- 🔧 Providing traffic control warning signs and cones (including road closure signs)
- 🔧 Performing 8 borings to 5-foot depth to evaluate the depth to competent subgrade in roadway and parking areas
- 🔧 Performing 8 borings to 10 to 15-foot depth at sewer locations (some locations will be combined to collect sewer and roadway data)
- 🔧 Performing laboratory testing on soil samples collected from the borehole
  - 10 Atterberg Limits, 1-point (ASTM D4318)
  - 15 Moisture Content (ASTM D2216)
  - 3 R-value (CTM 301)
  - 2 Corrosivity (CTM 643, CTM 417 and CTM 422)
- 🔧 Performing engineering and geologic analyses
- 🔧 Preparing a written report.

MGE will characterize encountered soil and evaluate engineering properties for design. We will calculate lateral and passive earth pressures for use in retaining wall design and calculate subgrade resilient modulus for sewer design, as necessary. MGE will evaluate bearing capacity of subgrade soil to support spread footing foundations for retaining walls. MGE will provide R-value data to NCE for their pavement

### Task 2.6: Traffic Analysis

Fehr & Peers will conduct a traffic analysis of the proposed traffic circulation changes. To support the analysis, peak period (7-9 AM and 4-6 PM) intersection turning movement counts will be collected at up to two intersections that include truck, bicycle, and pedestrian volumes. Hourly roadway counts will be collected for a 48-hour period at up to eight locations. We will conduct a site visit to observe travel patterns and document existing vehicle and pedestrian facilities.

Using the traffic counts, we will estimate AM and PM peak hour intersection demand volumes at up to ten selected intersections in the study area. We will analyze AM and PM peak hour intersection capacity at the selected intersections under the current and the proposed circulation configurations. Based on the analysis, we will provide recommendations for the circulation system to improve capacity and enhance safety.

We will review proposed locations of pedestrian facilities (sidewalks, curb ramps, crosswalks, etc.) and recommend changes to better serve pedestrian desire lines and improve pedestrian safety consistent with the Mariposa Transportation Center + Active Transportation Feasibility Study. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE's quality assurance management program (QAMP).

#### Assumptions:

1. A traffic analysis to analyze detour routes or temporary capacity improvements at any of the intersections along the detour route, if needed, can be provided for an additional scope and fee.

#### Deliverables:

-  Traffic Analysis Memorandum

### Task 3: Landscape Architecture

#### Task 3.1: Site Analysis

The NCE team will conduct a detailed Landscape Site Analysis that will document the factors impacting the site and factors that will be considered during the landscape design process. These include vehicular, emergency and pedestrian circulation, existing features such as drainage infrastructure, signage, utilities, building thresholds, ADA barriers, existing site furnishings, potential conflicts with existing buildings, existing trees and environmental factors such as wind, sun, rain and climate change.

#### Deliverables:

-  Site analysis diagram

#### Task 3.2: Review of Planning Documents

NCE will review past planning and urban design efforts, the Mariposa Transportation Center + Active Transportation Feasibility Study (MTCATFS), Caltrans Main Street Improvement Plans, local zoning and land use requirements to familiarize themselves with the goals and proposed features of the plans. NCE's review will be summarized and will focus on elements and planning objectives that can be implemented as part of the street rehabilitation project.



irrigation, and lighting approach. Drawings will be drafted in digital format using AutoCAD and printed at 1" = 10'-0". NCE will prepare the following drawings:

- Landscape Layout and Materials Plans
- Grading Plans
- Planting Plans and Plant Palette
- Landscape Details
- Irrigation Plan

#### *Deliverables:*

- Preliminary design plans, and plans, specifications and estimate at the 50%, 90%, and 100% (Final) stages to be incorporated into the roadway and parking lot design package.

#### *Assumptions and Exclusions:*

1. Presentations to any commissions, agencies, boards, or citizens groups not identified in the above Scope of Work
2. Press conferences, publicity, or mailings
3. Construction plans for any required electrical engineering and/or site lighting circuitry is not included

### **Task 4: Roadway and Parking Lot Design**

#### **Task 4.1: Pavement Design**

For this task NCE will perform the pavement design for the streets and parking lots selected to be rehabilitated or reconstructed for this Project. First, NCE will perform a pavement condition survey of each street section based on distresses. The surveys will generally cover the travel and parking lanes. Pavement condition surveys serve the purpose of further refining the appropriate pavement rehabilitation treatments that are developed based on pavement deflection testing and coring.

This pavement condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions, and depressions as they pertain to developing appropriate pavement treatments. Our scope of work and pavement condition surveys do not address issues including but not limited to traffic, safety and road hazards, geometric issues, road shoulders, or short-term maintenance. The results of this condition survey will be used in the analysis and included in the Pavement Design Memorandum.

Using the data obtained in this task and Task 2.5, NCE will perform pavement analysis and design services, and develop pavement rehabilitation recommendations for each street section and parking lot. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual. NCE will develop pavement structural section recommendations expressed in the form of a Traffic Index that will be provided by the County. NCE will develop recommendations including, that may include, but not limited to, the following:

- Conventional Hot Mix Asphalt pavement overlays
- Warm Mix Asphalt (WMA)
- Rubberized Hot Mix Asphalt (RHMA) overlays



4. One preliminary design will be prepared. The preparation of preliminary design alternatives is not included in this scope of work.
5. Landscape design will be included as appropriate in the preliminary design. Detailed landscape design is not included in this scope of work, but a scope of work and fee can be provided based on the agreed upon landscape elements.

#### *Deliverables:*

- Preliminary design plans
- Preliminary estimate of probable construction cost

#### **Task 4.3: 50% Plans, Specifications & Estimate (PS&E)**

For this task, NCE will prepare the 50% PS&E for the roadway and parking lot improvement project. The 50% PS&E will be based on the preliminary plans and may consider or incorporate comments received from the public during the public meeting. The 50% PS&E will consist of the plans, a table of contents for the technical specifications and a 50% estimate of probable construction cost. The plans will be prepared on 24"x36" plan sheets at a scale appropriate to show the improvements in a biddable and constructible manner. During the preparation of the 50% PS&E, NCE's senior inspector, Dick Minto, will conduct a constructability review of the design in the field. The comments from the constructability review will be incorporated into the 50% plans prior to internal QA/QC review. Hydrologic and hydraulic calculations will be provided as necessary in case major changes to storm drain systems are anticipated.

#### *Street and Parking Lot Improvement Plans:*

The 50% plans will include the line work of the improvements, typical sections and details, plan and profile view and construction notes to present the improvements in a logical manner. Where grades need to be revised as anticipated for the ADA parking stalls at the parking lots, required grading and retaining walls will be shown in plan and sectional view. Curb lines will be shown in plan and profile view. Where bulb outs are designed the flowline will be shown in profile view to show the direction of drainage. The pavement rehabilitation or reconstruction methods will be shown and where reconstruction is specified a centerline profile of existing and finish grade will be included. The plans will be accompanied by typical and specific details and notes to describe the work.

#### *Structural Plans*

MGE will support NCE in the design and development of plans, specifications and estimates for the retaining wall elements required for the ADA, parking, and roadway improvements. Structural plans will be incorporated into the plan set and structural design will follow current Caltrans and ADA standards, as applicable. As necessary, MGE will incorporate aesthetic treatments into the retaining walls to reflect historic elements that are characteristic of Mariposa. MGE understands that approximately 870-linear feet of retaining wall may be required for the improvements. We understand that wall heights could range from 3 to 5-feet.

MGE will develop structural plans, technical specifications, and construction cost estimates for PS&E submittals at 50%, 90%, and final design levels. MGE will utilize the 2018 Caltrans Standard Plans for retaining walls where possible, and technical specifications will be based on the 2018 Caltrans Standard Specifications. The MGE work scope also includes bidding and construction support services.

Fehr & Peers will assist the County in reviewing the contractor's plans and provide one round of review comments.

The 50% PS&E package will be submitted to the County for review and comment. NCE assumes that the County will need 15 days to review the design documents. After the County's review, NCE proposes to have a design review meeting where more significant comments can be discussed, and possible solutions identified. NCE will prepare the 90% PS&E from the comments and discussion received from the County. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE's QAMP.

#### **Assumptions:**

1. We assume that any work performed within Caltrans right-of-way will be performed to County standards and will not require the PS&E package to be in Caltrans format.
2. Should a traffic analysis be needed to analyze detour routes or temporary capacity improvements at any of the intersections along the detour route, we will coordinate to determine the revised scope of work and fee.
3. County will provide template of technical specifications as the basis for developing new technical specifications.
4. County will provide upfront specifications, including General Provisions and Special Provisions for inclusion in the contract documents.
5. Provide County Standard Provisions, Standard Details, and Standard Design Criteria.

#### **Deliverables:**

-  50% design plans
-  Table of contents for technical specifications
-  50% estimate of probable construction cost

#### **Task 4.4: 90% PS&E**

For this task, NCE will prepare the 90% PS&E for the roadway and parking lot improvement project. The 90% PS&E will be based on the 50% plans and comments received from the County. The 90% PS&E will consist of the plans, technical specifications and a 90% estimate of probable construction cost. The plans will be advanced to the 90% design stage and will show more details, notes, elevations, grades to make it a biddable plan set.

The 90% PS&E package will be submitted to the County for review and comment. NCE assumes that the County will need 10 days to review the design documents. Subsequent to the County's review, NCE proposes to have a design review meeting where more significant comments can be discussed, and possible solutions identified. NCE will prepare the 100% PS&E from the comments and discussion received from the County. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE's QAMP.

#### **Assumptions:**

1. County will provide comments on the 50% PS&E.

- Relocate water components including fire hydrants and appurtenances.

It is the intent of the project to keep the sewer replacement design to as few plan sheets as possible. Depending on the findings of the investigations some section may require plan and profile. Sanitary sewer manhole reconstruction will be based on typical details provided by MPUD. The 50% PS&E package will be submitted to the County for review and comment. NCE assumes that the County will need 15 days to review the design documents. After the County's review, NCE proposes to have a design review meeting where more significant comments can be discussed, and possible solutions identified. NCE will prepare the 90% PS&E from the comments and discussion received from the County. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE's QAMP.

#### *Assumptions:*

1. County will provide information regarding utilities (i.e., water, sanitary sewer, storm drain). This will include all necessary boundary and property limits for design of the project.
2. Provide existing City and MPUD technical specifications as the basis for developing new technical specifications.
3. Prepare upfront specifications with consultant review, including General Provisions and Special Provisions for inclusion in the contract documents.
4. Provide City Standard Provisions and Standard Design Criteria.

#### *Deliverables:*

- 50% design plans
- Table of contents for technical specifications

#### *Task 5.2: 90% PS&E*

An engineers' estimate itemizing the construction costs will be provided at the 90% Submittal and the Final Submittal to include written bid item measurement and payment recommendations using Caltrans standard bid item descriptions where possible. The basis for the estimate will be historic data from County construction projects or known current data for similar projects.

The final contract documents will include drawings, specifications, quantities, cost estimate, and all documents necessary for bidding, construction, and permitting of the project. We will prepare drawing details and all necessary specifications for the design. During the conceptual design verification, the survey and environmental teams will be engaged to collect data along the route for design. Once the data from these teams has been reviewed - the design team will analyze this information and determine if there are any risks that the County will need to be aware of prior to design. The design team will also bring any recommended design changes to the County for review and decision. The QA/QC process will be documented on QA/QC forms that are included in NCE's QAMP.

All comments will be documented in a decision log, incorporated by the design team, and the manner the comment was addressed will also be documented in the decision log.

4. County will organize the meeting place and send out invitations.

#### *Deliverables:*

- Public meeting agenda
- Plans and exhibits necessary to show the project

#### **Task 7: Bidding and Construction Support Services**

NCE will provide the County with assistance during the advertisement and bidding periods for the project. This will include helping the County in attending the pre-bid conference, responding to questions received about the project design, and preparation of any addenda and/or clarifications to the PS&E that are deemed necessary. NCE can also assist the County in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the County Board of Supervisors. We have allocated approximately 40 staff hours for office support during bidding. If additional effort is required beyond these estimated staff hours, we will notify the County.

NCE will provide support services to the County during construction of the project. At a minimum, these services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor requests for information, field verification of localized repair (e.g. pavement digout and curb and gutter) areas, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, and reviewing construction for acceptance. This task does not provide any field inspection services and we understand that all construction inspection will be provided by the County. We have allocated approximately 80 staff hours for support during construction. If additional effort is required beyond these estimated staff hours, we will notify the County.

#### *Assumptions:*

1. Construction management to be provided by others.
2. Punch list to be prepared by resident engineer.
3. NCE will be available on short notice to visit the site.

#### *Deliverables:*

- During bidding: participate in the pre-bid meeting; response to Request for Information (RFIs), preparation of up to one addendum.
- During Construction: participate in the pre-construction meeting, review contractor submittals, respond to RFIs, prepare design clarifications, participate in punch list walk.

#### **Task 8: As-built Documentation**

NCE will provide limited support (assumed 22 hours) to the County to prepare as-built documentation that will be prepared from Contractor provided red-lined drawings. The technical specifications will require the Contractor to record any project elements that deviate from the design plans on a specific red-lined drawing set. Once the red-lined contractor drawings set has been submitted to the County it is assumed that this drawing set constitutes the as-built drawings. No translation to CAD is required. At the

### Task 10: Potholing

If it turns out during the design phase that potholing is required or beneficial for the design, NCE will work with Discovery Hydrovac (DH) to perform potholing of underground utilities. (DH) will acquire permits from Mariposa County, mark for USA and call in the USA ticket, provide traffic control, core asphalt concrete pavement and backfill with aggregate base and restore the pavement per Town Standards.

#### Assumptions:

1. Working hours are from 7:00 am to 5:00 pm with no restrictions (10-hour workday)
2. No weekend, night, or holiday work
3. Free access to all areas
4. County Surveyor will include pothole location on topographic mapping product
5. No handling of hazardous materials
6. No dewatering or water control, dust control or mitigation

#### Deliverables:

-  Pothole Data Report

### Task 11: Construction Staking

NCE will provide a scope of work and fee for construction staking at the time the construction documents are in their final phase. Since the project has not been designed yet, the construction staking proposal would need to be based on some broad assumptions that would likely be too far off from the final numbers, requiring to resubmit a scope and fee when the project goes to bid.

#### Assumptions:

1. Scope and fee will be submitted once final construction documents are available

#### Deliverables:

-  None at this time









NICHCON-02

MCGRAWM

DATE (MM/DD/YYYY)

**5/28/2020**

## CERTIFICATE OF LIABILITY INSURANCE

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768

**IOA Insurance Services**  
4370 La Jolla Village Drive  
Suite 600  
San Diego, CA 92122

**CONTACT NAME:** Erica Wilson

NAME: **Erica Wilson**  
PHONE: **(959) 754-8888-5388**

**FAX**  
(A/C. No): **(619) 574-6288**

E-MAIL ADDRESS: [Erica.Wilson@ioausa.com](mailto:Erica.Wilson@ioausa.com)

INSURER(S) AFFORDING COVERAGE

NAIC #

**INSURER A : RLI Insurance Company**

13056

**INSURER B : Interstate Fire & Casualty Company**

22829

**INSURER C :**

INSURER D :

**INSURER E :**

INSURER F :

## COVERAGES

**CERTIFICATE NUMBER:**

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                        |                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                        |              |
|----------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------|--------------|
| A        | X                                                                                                        | COMMERCIAL GENERAL LIABILITY                          | X         | X        | PSB0003222    | 5/17/2020               | 5/17/2021               | EACH OCCURRENCE                               | \$ 1,000,000 |
|          |                                                                                                          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)     | \$ 1,000,000 |
|          | X Cont Liab/Sev of Int                                                                                   |                                                       |           |          |               |                         |                         | MED EXP (Any one person)                      | \$ 10,000    |
|          |                                                                                                          |                                                       |           |          |               |                         |                         | PERSONAL & ADV INJURY                         | \$ 1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                       |                                                       |           |          |               |                         |                         | GENERAL AGGREGATE                             | \$ 2,000,000 |
|          | POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                         |                                                       |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                        | \$ 2,000,000 |
|          | OTHER:                                                                                                   |                                                       |           |          |               |                         |                         | Deductible                                    | \$ 0         |
| A        | AUTOMOBILE LIABILITY                                                                                     |                                                       | X         | X        | PSA0001184    | 5/17/2020               | 5/17/2021               | COMBINED SINGLE LIMIT (Ea accident)           | \$ 1,000,000 |
|          | X ANY AUTO OWNED AUTOS ONLY                                                                              | <input type="checkbox"/> SCHEDULED AUTOS              |           |          |               |                         |                         | BODILY INJURY (Per person)                    | \$           |
|          | <input type="checkbox"/> HIRED AUTOS ONLY                                                                | <input type="checkbox"/> NON-OWNED AUTOS ONLY         |           |          |               |                         |                         | BODILY INJURY (Per accident)                  | \$           |
|          | X Comp.: \$500                                                                                           | X Coll.: \$500                                        |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                | \$           |
|          |                                                                                                          |                                                       |           |          |               |                         |                         |                                               | \$           |
|          |                                                                                                          |                                                       |           |          |               |                         |                         |                                               | \$           |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR                                                  |                                                       |           |          | PSE0003030    | 5/17/2020               | 5/17/2021               | EACH OCCURRENCE                               | \$ 5,000,000 |
|          | X EXCESS LIAB                                                                                            | <input type="checkbox"/> CLAIMS-MADE                  |           |          |               |                         |                         | AGGREGATE                                     | \$ 5,000,000 |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                   |                                                       |           |          |               |                         |                         |                                               | \$           |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                            |                                                       | N/A       | X        | PSW0001955    | 5/17/2020               | 5/17/2021               | X PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N |                                                       |           |          |               |                         |                         | E.L. EACH ACCIDENT                            | \$ 1,000,000 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                   |                                                       |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                    | \$ 1,000,000 |
|          |                                                                                                          |                                                       |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                   | \$ 1,000,000 |
| B        | Professional Liab.                                                                                       |                                                       |           |          | USF00807820   | 5/17/2020               | 5/17/2021               | Per Claim                                     | 2,000,000    |
| B        | Ded.: \$25k Per Claim                                                                                    |                                                       |           |          | USF00807820   | 5/17/2020               | 5/17/2021               | Aggregate                                     | 2,000,000    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Design Services for the Mariposa Downtown Renovation No. 20-059

County of Mariposa, its officers, officials, employees, and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation in favor of the Additional Insureds.

**30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.**

**CERTIFICATE HOLDER**

## CANCELLATION

**County of Mariposa  
Attn: Jean Dordan  
4639 Ben Hur Road  
Mariposa, CA 95338**

**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**

T. Kelly Howell

**Named Insured:** Nichols Consulting Engineers, CHTD  
**Policy Number:** PSB0003222

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - b. This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**  
 However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
  - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Named Insured: Nichols Consulting Engineers, CHTD

Policy Number: PSA0001184

This endorsement modifies insurance provided under the following:

# **BUSINESS AUTO COVERAGE FORM**

## **A. Broad Form Named Insured**

The following is added to the **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

## **B. Employees As Insureds**

The following is added to the **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## **C. Blanket Additional Insured**

The following is added to the **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

## **D. Blanket Waiver Of Subrogation**

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

## **E. Employee Hired Autos**

1. The following is added to the **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions:

Paragraph **5.b.** of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## **F. Fellow Employee Coverage**

**SECTION II – LIABILITY COVERAGE, Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

## **G. Auto Loan Lease Gap Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**Named Insured:** Nichols Consulting Engineers, CHTD**Policy Number:** PSW0001955**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC 04 03 06

(Ed. 04-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

**Job Description**

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement



**FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE  
MARIPOSA DOWNTOWN REHABILITATION PROJECT**

**THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE MARIPOSA DOWNTOWN REHABILITATION PROJECT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as "**County**," and NCE, hereinafter referred to as "**Contractor**."

**WHEREAS**, **County** and **Contractor** have heretofore entered into an Agreement dated June 9, 2020, wherein **Contractor** agreed to provide design services for the Mariposa downtown rehabilitation project; and

**Whereas**, **County** and **Contractor** desire to amend said Agreement to change the compensation to be provided and revise the Scope of Services to **Contractor**;

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

1. Paragraph 2, "SERVICES", is hereby amended to separate the project into two (2) distinct phases of work: Phase I includes all work described in the original scope of work less the design work of the parking lots at 5th and 6th Streets; and Phase II, the design work for the parking lots at 5th and 6th Streets. Phase II is an optional phase. The **County**, in its sole discretion, may give to **Contractor** a notice to proceed with design services for Phase II. Until **County** gives such notice to proceed with Phase II, **Contractor** shall not do any work on phase II. The parties understand that all references to "parking lots" in Exhibit A, "Revised Scope of Work - Mariposa Town Renovation Project, May 13, 2020" attached to the original agreement, shall apply to Phase II and shall not be part of the deliverables required in Phase I. If the **County** gives a notice to proceed with Phase II, the **Contractor** shall deliver all the design services for the parking lots as new and distinct deliverables.

2. Paragraph 3, "COMPENSATION", is hereby amended to provide compensation in two (2) phases as follows: : Phase I in the amount of Six Hundred Twenty-Four Thousand Six Hundred Forty Dollars (\$624,640); and, If **County** gives a notice to proceed with Phase II, the additional amount of Ninety-Six Thousand Three Hundred Dollars (\$96,300), making the total compensation for both phases paid to the **Contractor** an amount not to exceed Seven Hundred Twenty Thousand Nine Hundred Forty Dollars (\$720,940).

3. Except as herein amended, the Agreement dated June 9, 2020 shall remain in full force and effect.

LAST UPDATED 3/7/19

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

**COUNTY OF MARIPOSA:**

\_\_\_\_\_  
Marshall Long, Chairman  
Mariposa County Board of Supervisors

**CONTRACTOR:**

\_\_\_\_\_  
NCE

**ATTEST:**

\_\_\_\_\_  
RENE LAROCHE  
Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
STEVEN W. DAHLEM  
County Counsel

LAST UPDATED 3/7/19





Collaboration. Commitment. Confidence.™

File # 572.04.55

December 21, 2020

Gary Brown, PE  
County Engineer  
Department of Public Works Engineering  
4639 Ben Hur Road  
Mariposa, CA 95338

**Re: Mariposa Town Renovation Project – Scope Revisions**

Dear Mr. Brown:

Please find attached to this letter the revision to the scope of work and associated fee. The scope was revised as requested by the County to add topographic surveying and divide the project into 2 phases; Phase 1 includes the street improvements, the parking lot on 7<sup>th</sup> Street, and sanitary sewer replacement and lining work; Phase 2 includes the improvements to the parking lots on 5<sup>th</sup> Street and 6<sup>th</sup> Street. The revised scope of work includes a topographic survey for the project area and the associated fee for topographic surveying was proportioned based on the level of effort related to each phase.

The original and revised project fees are as follows: The previous project fee without topographic surveying was \$645,590. The revised project total including topographic surveying, Phase 1 and Phase 2 is \$720,940 (Phase 1: \$624,640; Phase 2: \$96,300).

Sincerely,

NCE

A handwritten signature in blue ink, appearing to read "Franz Haidinger".

Franz Haidinger, PE  
Principal/Chief Engineer

Enclosures:

- Revised Scope of Work – Mariposa Town Renovation Project (12/14/2020)
- Fee Estimate – Revision 2 (12/14/2020)

Sacramento, CA  
8795 Folsom Blvd., Suite 250  
Sacramento, CA 95826  
(916) 388-5655

[www.ncenet.com](http://www.ncenet.com)

## Scope of Services

### Phase 1 – Original Project Excluding the Design of Parking Lot at 5<sup>th</sup> and 6<sup>th</sup> Streets

#### Task 1.1: Project Management

Task 1.1.1: Project Kick-Off Meeting

Task 1.1.2: Project Management (Communication & Coordination)

#### Task 1.2: Data Collection

Task 1.2.1: Review Existing Information

Task 1.2.3: Topographic Surveying (does not include the 5<sup>th</sup> and 6<sup>th</sup> Street parking lots)

**Topographic Survey for Street Improvements**

**Topographic Survey for Sewer Rehabilitation**

**Topographic Survey for Sewer Lining**

Task 1.2.4: Video Survey Sanitary Sewer

Task 1.2.5: Limited Geotechnical Investigation and Pavement Coring

Task 1.2.6: Traffic Analysis

#### Task 1.3: Landscape Architecture

Task 1.3.1: Site Analysis

Task 1.3.2: Review of Planning Documents

Task 1.3.3: Implementation Opportunities Diagram

Task 1.3.4: Landscape Scoping Session

Task 1.3.5: Draft Schematic Streetscape Plan

Task 1.3.6: Final Schematic Streetscape Plan

Task 1.3.7: Landscape PS&E

#### Task 1.4: Roadway Design

Task 1.4.1: Pavement Design

Task 1.4.2: Preliminary Design

Task 1.4.3: 50% Plans, Specifications & Estimate (PS&E)

**Street Improvement Plans**

**Structural Plans**

**Lighting Plans**

**Traffic Control Guidance**

Task 1.4.4: 90% PS&E

Task 1.4.5: 100% (Final) PS&E

#### Task 1.5: Sanitary Sewer Design

Task 1.5.1: 50% Plans, Specifications & Estimate (PS&E)

Task 1.5.2: 90% PS&E

Task 1.5.3: 100% (Final) PS&E

#### Task 1.6: Public Meetings

#### Task 1.7: Bidding and Construction Support Services

#### Task 1.8: As-built Documentation

#### **OPTIONAL TASKS**

*Task 1.9: Supplemental Topographic Surveying – TASK DELETED AT THIS TIME*

*Task 1.10: Potholing*

*Task 1.11: Construction Staking*

### Phase 2 – Design of Parking Lot at 5<sup>th</sup> and 6<sup>th</sup> Streets

#### Task 2.1: Topographic Surveying of the 5<sup>th</sup> and 6<sup>th</sup> Street Parking Lots

**Topographic Survey for Parking Lots**

#### Task 2.2: Parking Lot Pavement Design (5<sup>th</sup> Street and 6<sup>th</sup> Street)

#### Task 2.3: 50% Plans, Specifications & Estimate (PS&E)

**Parking Lot Improvement Plans**

**Structural Plans**

**Lighting Plans**

Task 2.4: 90% PS&E

Task 2.5: 100% (Final) PS&E

**Maricopa County  
Maricopa Town Renovation Project  
Fee Estimate - Revision 2  
December 14, 2020**







NICHCON-02

MCGRAWM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2020

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768

IOA Insurance Services  
4370 La Jolla Village Drive  
Suite 600  
San Diego, CA 92122

CONTACT NAME Erica Wilson

PHONE (A/C No. Ext): (858) 754-0063 50233

FAX (A/C No.): (619) 574-6288

E-MAIL ADDRESS Erica.Wilson@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: RLI Insurance Company

13056

INSURER B: Interstate Fire &amp; Casualty Company

22829

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Nichols Consulting Engineers, CHTD  
1885 S. Arlington Ave., #111  
Reno, NV 89509

## 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.

| INSTR | TYPE OF INSURANCE                                                                                 | ADDL | INSUR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS                                                                         |
|-------|---------------------------------------------------------------------------------------------------|------|-------|---------------|------------|------------|--------------------------------------------------------------------------------|
| A     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                  |      |       |               |            |            |                                                                                |
|       | <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR         | X    | X     | PSB0003222    | 5/17/2020  | 5/17/2021  | EACH OCCURRENCE \$ 1,000,000                                                   |
|       | <input checked="" type="checkbox"/> Cont Liab/Sev of Int                                          |      |       |               |            |            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                         |
|       | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                |      |       |               |            |            | MED EXP (Any one person) \$ 10,000                                             |
|       | POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                  |      |       |               |            |            | PERSONAL & ADV INJURY \$ 1,000,000                                             |
|       | OTHER:                                                                                            |      |       |               |            |            | GENERAL AGGREGATE \$ 2,000,000                                                 |
| A     | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                                          |      |       |               |            |            | PRODUCTS - COM/CP AGG \$ 2,000,000                                             |
|       | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY                                     | X    | X     | PSA0001184    | 5/17/2020  | 5/17/2021  | Deductible \$ 0                                                                |
|       | <input type="checkbox"/> HIRED AUTOS ONLY Comp: \$500                                             |      |       |               |            |            | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                               |
|       | <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY CGL: \$500               |      |       |               |            |            | BODILY INJURY (Per person) \$                                                  |
|       |                                                                                                   |      |       |               |            |            | BODILY INJURY (Per accident) \$                                                |
|       |                                                                                                   |      |       |               |            |            | PROPERTY DAMAGE (Per accident) \$                                              |
| A     | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | X    |       | PSE0003030    | 5/17/2020  | 5/17/2021  | EACH OCCURRENCE \$ 5,000,000                                                   |
|       | DED <input checked="" type="checkbox"/> RETENTION \$ 0                                            |      |       |               |            |            | AGGREGATE \$ 5,000,000                                                         |
| A     | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                 |      |       | PSW0001955    | 5/17/2020  | 5/17/2021  | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
|       | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NV)                     | Y/N  | N/A   |               |            |            | E.L. EACH ACCIDENT \$ 1,000,000                                                |
|       | If yes, describe under DESCRIPTION OF OPERATIONS below                                            |      |       |               |            |            | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                        |
| B     | <input checked="" type="checkbox"/> Professional Liab.                                            |      |       | USF00807820   | 5/17/2020  | 5/17/2021  | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| B     | <input checked="" type="checkbox"/> Ded.: \$25k Per Claim                                         |      |       | USF00807820   | 5/17/2020  | 5/17/2021  | Per Claim 2,000,000                                                            |
|       |                                                                                                   |      |       |               |            |            | Aggregate 2,000,000                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Design Services for the Mariposa Downtown Renovation No. 20-059

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30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

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County of Mariposa  
Attn: Jean Dordan  
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Mariposa, CA 95338

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

T. Kelly Howell

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

**Named Insured:** Nichols Consulting Engineers, CHTD

**Policy Number:** PSB0003222

RLI Insurance Company

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This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - b. This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**  
 However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
  - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
  - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**  
 We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



Named Insured: Nichols Consulting Engineers, CHTD  
This endorsement modifies insurance provided under the following:

Policy Number: PSA0001184

#### BUSINESS AUTO COVERAGE FORM

##### A. Broad Form Named Insured

The following is added to the **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

##### B. Employees As Insureds

The following is added to the **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

Any "employee" of yours is an "insured" while using a covered "auto" you own, hire or borrow, in your business or your personal affairs.

##### C. Blanket Additional Insured

The following is added to the **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured provision** contained in **SECTION II - LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

##### D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

##### E. Employee Hired Autos

1. The following is added to the **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions:

Paragraph 5.b. of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

a. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow, and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

##### F. Fellow Employee Coverage

**SECTION II - LIABILITY COVERAGE, Exclusion B.5.** does not apply if you have workers compensation insurance in force covering all of your employees.

##### G. Auto Loan Lease-Gap Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance,** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:



**Named Insured:** Nichols Consulting Engineers, CHTD

**Policy Number:** PSW0001955

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC 04 03 06

(Ed. 04-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

**Job Description**

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement



# MARIPOSA COUNTY

Administration • 966-3222



H.5

## **RESOLUTION - ACTION REQUESTED 2021-125**

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Land Management Software RFP

---

### **RECOMMENDATION AND JUSTIFICATION:**

Authorize the Request for Proposals (RFP) for a Development Services Land Management Software System.

Mariposa County has utilized a DOS-based AS400 Enterprise Resource Planning (ERP) software, also referred to as HTE. The software has 38-year history and is rapidly reaching the end of its life. There are many challenges associated with the current ERP (HTE) system. County Development Services utilizes the HTE system for many essential tasks, especially for permitting processes. Information cannot be retrieved in a format that can be easily analyzed. Significant staff time is spent translating the AS400 ERP data into reports, doing data analysis and data entry. There is also much that the current system cannot handle, and County staff are required to maintain extensive spreadsheets, paper files, side systems, and workarounds to complete essential tasks. Also, due to its age, new technologically savvy County employees struggle to adapt to a DOS-based program.

The County responded by procuring and implementing a modern ERP and property tax software. This was done through a professional services contract with the Government Finance Officers Association (GFOA). At that time, the ERP purchase process bifurcated the land management software functions from the ERP scope due to the extensive scope that would have resulted by including both in the process. It was viewed as too wide a range of needs and complexities of the ERP software for both the County enterprise (budget, tax, Human Resources, etc.) functions and land management functions. GFOA noted that there would be a need for modern land management software for the County's Development Services Departments that would provide permitting, land management, inspection, code compliance, reporting, and query tools. With this in mind, staff prepared for the next step to procure the land management software, since the ERP enterprise software was purchased and implementation is underway. The Assessor-Recorder's Office has purchased an assessor parcel management software known as Megabyte, which replaces some functions of the current HTE system. This is a critical push factor as well for moving forward with land management software, because adequate software is integral to the development services primary functions such as permitting.

County Staff met with affected departments, developed a list of software requirements and drafted an RFP. Staff also researched pricing for such software and found a wide range in cost, from \$30,000-\$500,000 initial implementation costs and \$7,000-\$75,000 annual upkeep costs.

Keeping the need and costs of such software in mind, the County applied for and received a Local Early Action Planning (LEAP) Grant for \$65,000 to assist in the initial purchase of the land management software system. Staff is now requesting Board authorization to advertise the attached RFP for the Land Management Software System.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

On November 13th, 2018 the Board adopted Resolution 2018-545 approving an RFP for ERP software to replace HTE, AS400.

On February 19, 2019 the Board adopted Resolution 2019-99 approving an agreement with GFOA to provide consulting services on the Enterprise Resource Planning (ERP) system business process improvement discussion, requirement setting, system selection and vendor contracting process.

On October 8th, 2019 the Board approved an agreement with Megabyte Inc. for the use of their Property Tax software system.

On January 26, 2021 the Board adopted Resolution 2021-38 authorizing County to submit an LEAP application for \$65,000 in over the counter funding for Development Services Land Management Software.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not authorize staff to advertise the RFP. Staff will need additional direction on how to proceed.

### **ATTACHMENTS:**

**Land Management and Permitting Software RFP Final (PDF)**  
**Land Management and Permitting RFP Attachments D9-D12 (PDF)**  
**Software Vendor Examples (PDF)**  
**PUBLIC INPUT - MinuteTraq submission from Ross Wilkinson (PDF)**  
**Rec Center PowerPoint presentation (PDF)**

**RESULT: ADOPTED [4 TO 0]**

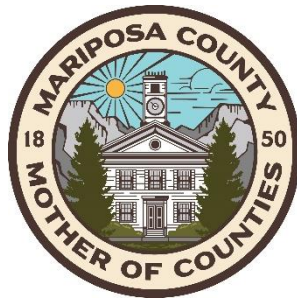
**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Miles Menetrey, District V Supervisor

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

**ABSTAIN:** Tom Sweeney

**Request for Proposal (RFP)**  
**for a**  
**Development Services Land Management Software System**  
**for**



**MARIPOSA COUNTY, CA**

|                                             |                |
|---------------------------------------------|----------------|
| <b>Release Date</b>                         | March 12, 2021 |
| <b>Pre-Proposal Conference<br/>(REMOTE)</b> | March 19, 2021 |
| <b>Due Date</b>                             | April 23, 2021 |

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## Section A: RFP Introduction

### A.1 Purpose of the RFP

Mariposa County, California (the County) desires to purchase or otherwise acquire rights to use a Development Services Land Management Software System that meets the requirements identified in this RFP. The County requires that any proposal also include professional services necessary to implement the system. Proposers offering hosted services or software as a service (SaaS) system are also encouraged to propose.

### A.2 About the County

Mariposa County is a rural county located in the central Sierra Nevada foothills. The County encompasses the grandeur of Yosemite Valley, Wawona, and Tenaya Lake among other highlights in Yosemite National Park. It is also home to places of significance in Native American and California pioneer history. The county has a population of approximately 18,000, and there are no incorporated cities.

County government contains 18 departments including one agency:

- Administration, Human Resources
- Agricultural Commissioner
- Assessor - Recorder
- Auditor
- Building
- Child Support Services
- Clerk of the Board
- Cooperative Extension
- County Counsel / Risk Management
- District Attorney
- Fire
- Health & Human Services Agency
- Library
- Planning
- Probation
- Public Works
- Sheriff's Office
- Treasurer - Tax Collector - County Clerk

| Background Statistics                 |                  |
|---------------------------------------|------------------|
| Background Summary                    |                  |
| Current Population                    | 18,000           |
| Operating Budget                      | \$118 M          |
| Approximate Number of Employees (FTE) | 475              |
| Part Time / Seasonal                  | 150              |
| W-2s Issued                           | 600              |
| Fiscal Year (County)                  | July 1 – June 30 |

### A.3 Project Background

The County is changing and expectations on County government are increasing. Mariposa County utilizes a DOS-based AS400 Enterprise Resource Planning (ERP) software, also referred to as HTE. The software has a 38-year history and is rapidly reaching the end of its life; there are many challenges associated with



the current ERP (HTE) system. County Development Services utilizes the HTE system for many essential tasks, especially for permitting processes. Information cannot be retrieved in a format that can be easily analyzed. Significant staff time is spent translating the AS400 ERP data into reports, doing data analysis and data entry. There is also much that the current system cannot handle, and County staff are required to maintain extensive spreadsheets, paper files, side systems, and workarounds to complete essential tasks. Also, due to its age, new technologically savvy County employees struggle to adapt to a DOS-based program.

The County has responded by procuring modern enterprise resource planning (ERP), and assessor parcel data software in 2020. The ERP purchase process bifurcated the land management software functions from the ERP scope because it was too wide a range of needs and complexities for the ERP software for both the County enterprise (budget, tax, Human Resources, etc.) functions and land management functions to be implemented together. The known need for a modern land management software for the County's Development Services departments resulted in the release of this RFP.

As part of the process to evaluate software, the County will be evaluating and determining how it can improve policies and processes, identify more efficient ways of doing business, and better serve the residents of Mariposa County.

The project scope, project goals, and more information about the County is listed in Section B of this RFP.

#### **A.4 Notice to Proposers**

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance or rejected by the County, or may legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of the County shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Attempts by or on behalf of a proposer to contact or to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration. Only the format described in the RFP and the attachments included with this RFP will be accepted as compliant for the submitted proposal.

#### **A.5 Conditions**

- A.5.1** If all RFP requirements are not met with products and services provided by one firm, proposers are encouraged to partner with another firm to submit a joint proposal. Failure to meet all requirements will not disqualify a firm. However, the County will evaluate each proposal to determine if its overall fit is in the best interests of the County.
- A.5.2** In the event that multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.
- A.5.3** Pricing must be submitted on a fixed fee basis upon completion of pre-identified "milestones." For implementation services under a milestone arrangement, the vendor shall invoice the County when the County has accepted the services included as requirements for each milestone. The scope of the project, including the milestones, will be defined by the statement of work that describes both functional requirements of the software and business process expectations.
- A.5.4** All proposals and any subsequent clarification or response to the County's questions shall be valid for a minimum of 120 days.

## A.6 County's Rights Reserved

- A.6.1** The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County. The County has established an Evaluation Committee that will ultimately make a recommendation to the County Board of Supervisors. The lowest proposed cost will not be the sole criterion for recommending the contract award.
- A.6.2** The County reserves the right to award multiple contracts from this RFP.
- A.6.3** The County reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the County to be in the County's best interest.
- A.6.4** The County may modify this RFP by issuance of one or more written addenda. Addenda will be posted on the County's website at <https://www.mariposacounty.org/bids.aspx> and sent electronically to all proposers registered with the County. (See Section A.8)
- A.6.5** The County reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the County reserves the right to remove or add functionality (i.e., modules, components, and/or services) until the final contract signing.
- A.6.6** This RFP does not commit the County to award a contract. All proposals submitted in response to this RFP become the property of the County and public records, and as such, may be subject to public review. Proposers concerned with release of proprietary or confidential information are encouraged to not submit that information in the proposal.
- A.6.7** The County shall not be liable for any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

## A.7 Communication Regarding this RFP

All communication from prospective proposers regarding this RFP must be in writing by email to the address listed in section A.9 of this RFP. Communication by telephone or in person will not be accepted.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the Board of Supervisors or any employee of the County with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

## A.8 Register as a Proposer

All firms interested in receiving further correspondence regarding this RFP are required to register by sending an email to Steve Engfer at [sengfer@mariposacounty.org](mailto:sengfer@mariposacounty.org) and provide the following information: Company name, name of contact person along with his or her title, email address, and phone number.

## A.9 Inquiries and Requests for Clarification

- A.9.1** To maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed through email to the following contact. Questions over the phone will not be accepted:

**Contact:** Steve Engfer

**Title:** Senior Planner

**Email:** [sengfer@mariposacounty.org](mailto:sengfer@mariposacounty.org)

- A.9.2** All questions concerning the RFP must reference the RFP section heading. Questions will be answered and posted to the County's website in the form of addenda to the RFP. When addenda are issued, all firms that have registered as a proposer will be notified through email.
- A.9.3** Inquiries or requests for clarification submitted prior to the pre-proposal conference will be addressed at the pre-proposal vendor conference. Additional inquiries or requests for clarification will be accepted until March 24, 2021, at 12:00 PM (PDT).
- A.9.4** Proposals may be changed or withdrawn prior to the deadline for proposals. All such changes and withdrawals must be submitted in writing and received by the County prior to the deadline for proposals. After the deadline for proposals, no change in prices or other provisions prejudicial to the interest of the County or fair competition shall be permitted.

### A.10 Pre-Proposal Conference

A pre-proposal vendor conference will be held via phone on March 19, 2021, at 2:00 PM PDT. Attendance at the pre-proposal conference is not mandatory. Proposers intending to participate in the pre-proposal conference should request meeting access information when registering. Answers to questions submitted prior to the conference and answers to all questions asked at the pre-proposal meeting will be officially answered by addendum after the meeting.

### A.11 Procurement Schedule

The expected procurement schedule is listed below. The County reserves the right to change the procurement schedule. If changes are made, proposers will be notified by the County in the form of an addendum to this RFP, emailed directly to all registered proposers and posted on the County's website at <https://www.mariposacounty.org/bids.aspx>

| Procurement Schedule |                                                                                         |
|----------------------|-----------------------------------------------------------------------------------------|
| March 12, 2021       | RFP released                                                                            |
| March 19, 2021       | Pre-proposal conference – 2:00 PM (PDT)                                                 |
| March 24, 2021       | Last day to accept questions and requests for clarification on the RFP - 12:00 PM (PDT) |
| March 26, 2021       | Answers to submitted questions provided                                                 |
| April 23 2021        | Proposals due – 4:00 PM (PDT)                                                           |
| May 7, 2021          | Proposers elevated and notified for software demonstrations                             |
| May 7-28, 2021       | Vendor interviews/software demonstration                                                |
| June 1, 2021         | Elevate and notify semifinalist or finalist proposer(s)                                 |
| June 14-18, 2021     | Discovery sessions completed (1-2 days per elevated proposer, if necessary)             |
| July, 2021           | Complete contract negotiations and Statement of Work (SOW)                              |

| Procurement Schedule |                       |
|----------------------|-----------------------|
| September, 2021      | Implementation Begins |

- A.11.1** Vendor interviews will be held using a combination of on-site and remote presentations and can cover all functional areas listed in this RFP including software or implementation services. On-site presentations will be held at the County's offices in Mariposa, CA, or online per California State Public Health Guidelines. The County expects to elevate up to three (3) proposers for interviews. It's recommended that key members on a proposer's team be available for these interviews. The County expects that a portion of the evaluation criteria will focus on the proposed project team and failure to make project team members available will negatively impact proposal evaluations. The agenda and software demonstration scripts will be distributed to proposers that have been short-listed for software demonstrations approximately two to three weeks in advance of the demonstrations. The County reserves the right to change the dates as needed and cautions vendors that the dates selected occur during the County's wildfire season. In the event of disaster, the County will make reasonable effort to maintain the published schedule or work with elevated proposers to find mutually acceptable alternative dates.
- A.11.2** Discovery sessions will consist of an additional on-site or virtual meeting with elevated proposers to focus on implementation issues and development of a statement of work (SOW). After vendor interviews, it is expected the County will elevate either one (1) or two (2) proposers. Each elevated proposal team may receive a Request for Clarification (RFC) letter that will ask proposers to clarify any necessary parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site or virtual Discovery session that will include a detailed discussion of implementation issues. It is the expectation of the County that all key project team members will be available for the on-site or virtual Discovery sessions.

## A.12 Evaluation Criteria

The County will review all proposals received as part of a documented evaluation process. For each decision point in the process, the County will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level. Proposers not previously elevated may be elevated at a subsequent date.

The sole purpose of the proposal evaluation process is to determine which solution best meets the County's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for the County's current and future needs based on the information available and the County's best efforts of determination.

The proposal evaluation criteria, which will be developed by the County prior to opening of proposals, should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the County. The County expects that evaluation criteria will focus on major risk areas for Land Management software implementations and include, but not be limited to the following:

- Ability to meet County's project goals
- Software functionality
- Implementation approach

- Project management
- Understanding of the County's needs
- Business and process expertise
- Past experience with similar organizations and references
- Past experience/qualifications of consulting team
- Training
- Deliverables and project documentation
- Compliance with contract terms and conditions
- Responsiveness of proposal
- Performance in vendor interviews and discovery sessions

The County reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The County's evaluation team will then make a recommendation to be approved by the County's steering committee to elevate proposals for software demonstrations, discovery, and final contract negotiations.

### A.13 Proposal Submission Instructions

**A.13.1** Proposals are to be submitted in sealed packages by **April 23, 2021, at 4:00 PM PDT**. Late submissions will not be accepted.

#### *Submittal Address:*

Mariposa County  
Planning Department  
Attn: Steve Engfer  
5100 Bullion Street, Lower Floor  
PO Box 784  
Mariposa, CA 95338

**A.13.2** Failure to comply with the requirements of this RFP may result in disqualification. Proposals received after the time and date specified above will not be considered.

**A.13.3** Signature on the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.

**A.13.4** Proposers are required to submit ONE (1) original hard copy and ONE (1) electronic copy of the proposal in a sealed package that is clearly labeled with the proposer's company name and the RFP name.

**A.13.5** Use Attachment D.1 (RFP Submittal Checklist) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. All proposals and supporting documents become public information after an award has been made and are available for public inspection by the public in accordance with State of California public records statutes.

### A.14 Organization of Proposal

The proposal must be organized into major sections defined in Section C. Any required attachments must be included in the proper section as indicated by the instructions.

## A.15 Format of Electronic Submission

Proposers must provide electronic copies of all files on a USB drive or similar device using the following file formats. Attachments not listed in the table below do not have a required file format and may be supplied in either the original file format or PDF.

| RFP Section | Attachment/Document                                                    | Required File Format            |
|-------------|------------------------------------------------------------------------|---------------------------------|
| D.9         | Attachment D.9 (Software Products)<br>(See Separate Excel Spreadsheet) | Microsoft Excel (.xls or .xlsx) |
| D.10        | Attachment D.10 (Level of Effort)                                      | Microsoft Excel (.xls or .xlsx) |
| D.11        | Attachment D.11 (Functional Requirements)                              | Microsoft Excel (.xls or .xlsx) |
| D.12        | Attachment D.12 (Cost)                                                 | Microsoft Excel (.xls or .xlsx) |

## Section B: Scope of Project

### B.1 Project Scope – Overview

The overall project scope for the project is defined in Sections B.2 below. Scope includes software, implementation, project management, and other ongoing services.

### B.2 Project Goals

Within each individual scope category, the County expects to use this project to not only implement software, but also implement significant changes to ensure a more efficient County business process. The County expects that the chosen vendor understands the County's goals including guiding the County towards achievement of the following:

The Land Management Permitting system would include the following specific functional areas:

| Functionality – Required       | Functionality              |
|--------------------------------|----------------------------|
| Permitting and Land Management | GIS Integration            |
| Inspections                    | Archival Storage Functions |
| Code Compliance                | Megabyte Connectivity      |
| Reporting and Query Tools      | CAMS Software Connectivity |

The County will choose a Permitting system that most closely meets its requirements for flexibility and configurability, the functional requirements defined in this RFP, and that provides an open system architecture that permits interfacing to other internal and external systems.

The solution selected will be implemented using an efficient schedule as recommended by the selected Vendor and approved by the County. The County expects process improvement through implementation of new systems and intends to adopt the best practices offered by the selected Vendor. The Vendor may present options to meet the goals and functional requirements checklist that may not be explicit in this RFP. Vendors who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences.



**B.2.1 Development Services Permit Application Processing-** The County is using this project as an opportunity to enhance all Development Services Land Management, project and permitting functions which includes the Building, Fire, Planning and Public Works Departments and the Health and Human Services Agency-Environmental Health Unit. The project will include all necessary steps for development project application and permitting functions including intake, review and tracking of all development related permits from application through the completion of the permitting process and any permit renewal processing tasks. This also includes required review tracks such as the California Environmental Quality Act determinations. Workflow of the software would also include post approval steps such as ongoing monitoring for compliance. The system would also include permit/project specific cost accounting mechanisms that work together with County accounting system. Also, an archival permit record file storage and research option. In addition, the County is looking forward to using the new system to help automate and streamline processes, eliminate use of shadow systems to track permit status, including plan checking, inspections and related functions data, and leverage reporting tools that provide current, accurate, and relevant data to managers. Project would include components for code compliance case processing and workflow functionality (See Attachment D 11 - Functionality Requirements)

*Project Goals:*

- Use the system to coordinate all required revisions to the projects/permits, including descriptions and plans to ensure all departments review the same project details, such as plans etc.
- Use of the system to allow for concurrent approvals from other departments, divisions, and agencies.
- Allow workflow coordination across relevant County departments, divisions, and outside agency reviewers
- Minimize manual processes, increase usage of automation wherever possible and reduce the use of paper copies through digital options
- System to include options for county customizable queries, reports, interfaces, and database management etc.
- Functionality that would alert customer and staff of the pending expiration of applications permits or other time sensitive requirements.
- Ability to flag a property or parcel with a “Stop Work” order, Notice of Existence of Non-complying structure, or other code compliance issues and charge violation fees on the designated properties or place a “Hold” on the property not allowing additional permits.
- Integrate the Code Compliance Division functions for processing and tracking compliance cases
- System integration with Assessor Parcel Data system
- Integration with the County GIS system (ESRI based system)
- Integration with Environmental Health and Building Departments required state reporting/permitting system, or replace with equivalent
- Integration with Public Works surveying, permitting, and engineering review functions including CAMS software
- Software to include options for maintain archival records generated from the proposed software and options for use of existing archival data for system
- Seamless Integration with County MinuteTraq agenda software system

**B.2.2 Development Services Applications, Permit Billing and Revenue Collection -** The County will use the permitting software (in conjunction with the County ERP system) to manage the

financial components of the permitting functions that include application fees, permit fees pre and post approval, monitoring costs, fees collected for other departments and state agencies. Using the system, the County expects the system to provide project and application review functions including plan check and permit fees, including deposit, flat fee and accrual based fee structures, for initial intake and amounts due at critical path steps such as both as the balance due prior to permit issuance. The system will also track monies received and deposits made and relate to the County ERP accounting system.

**Application, Plan Review (Plan check) and Permit fees**– The County will use the program to determine the various application type fees and plan check fees and permit fees to ensure the amounts are correct and all fees are paid prior to the critical path step in the processing such as permit issuance. The program will also ensure that fees collected are entered into the correct account for each department/division. **Revenue**- The program will maintain a balance of monies received and/or provide seamless connectivity for same functions with the County ERP.

#### *Project Goals*

- Automate fees collected to be entered/allocation to correct account.
- Automate the plan review and plan check and permit fees in the system.
- Use the system to track time spent by County employees charged against deposit made by customer and notify customer and staff when deposit falls below set amount. System must relate to/integrate with the County ERP accounting software for accounting functions.

**B.2.3 Public Online Services** - The County does not currently have any online services for Development Services applications and permitting types such as building permits, encroachment permits, sewage disposal system permits, kitchen permits, and/or planning land use entitlements and permits. However, the County is using this project as an opportunity to implement multiple online services for the public. The County is looking to implement streamlined processes where no formal processes exist today. For online inquiries, the County will implement best practices featuring electronic workflow, modern security and internal controls, and efficient processes.

#### *Project Goals:*

- Allow the applicant owner/contractor to view the status of the project or permit application online for a status and see which approvals are lacking.
- Allow read-only queries of active and closed applications and/or permits based on address, owner's name, permit number, APN, or similar field.
- Software will have the capability to allow online submittal of permit applications and related plan submissions and code enforcement complaints in the future.
- Software will have the ability to assign conditions to certain parcels such as those in an Historic or Design Review District, Scenic Highway District, Special District, Seismic Design Category, Supervisor District, etc.
- System will have ability to integrate with credit card processor to allow for online payments.

**B.2.4 Integrated Services**– Several departments and outside agency reviewers have the need to track and manage permits and project applications and status. The County currently does not have an enterprise-wide system for managing development permit applications, and departments have been relying on existing legacy systems, spreadsheets, and other manual tools to meet needs. With this project the County is looking for a system that can be applied to departments with a

need.

*Project Goals:*

- Allow all affected departments or agencies to review, comment and approve permit applications **concurrently** and see the status of the permit.
- Allow each affected department to enter approval for that department **concurrently** which will eliminate inefficiencies and confusion.
- Allow each department to enter any conditions of approval which will eliminate duplicate data entry.
- Make information easily and broadly available to internal and external consumers of data.
- Integrate with other systems in use such as GIS ESRI, Megabyte, Oracle and Envision Connect or other Accela Environmental Health software products.

**B.2.5 Reports**— Having an integrated system that all departments can use to manage report functions will allow the County to take an enterprise approach to disseminating required information in the form of reports.

*Project Goals:*

- Implement permitting system that provides accurate reporting.
- Generate reports using any combination of data elements maintained by the system.
- Connect and report all reports for management and administrative review.
- Unlimited Reporting options.
- Database connection or API for connecting to other reporting or database software as needed.
- Connectivity of data for GIS query and report generation.
- Integration with Office 365 products.

### B.3 Project Timeline

The County expects to be ready for implementation winter 2021/2022 Assuming a September 2021 start, proposers should communicate realistic timelines to both successfully implement the Land Management system and to guide the County in achieving its stated goals. The County has identified the following target schedule but expects future conversations around go-live dates and phase duration as part of the evaluation process.

| Phases | Functions           | Duration          |
|--------|---------------------|-------------------|
| All    | Full implementation | Winter, 2021/2022 |

### B.4 Implementation Approach

The County understands that each proposer may take a different approach to implementation. However, to better compare different approaches and to ensure that essential components of the implementation are proposed, the County requires that all vendors use the definitions below when describing implementation activities. Similarly, the County will require that vendors provide tasks in their response to meet both the stage requirements and deliverables contained below. When completing responses required in Section C of this RFP, use definitions listed within the section. If proposed activities overlap multiple stages, select the stage that best applies.

**B.4.1 Project Management** – Vendor will be responsible for providing overall coordination and management to the project including governance support, schedule management, risk mitigation, project communications, contract management, and quality assurance. Specific deliverables expected during this stage include:

- Project charter / guidelines
- Project plan
- Status reports
- Requirements traceability

**B.4.2 Knowledge Transfer** – Vendor will be responsible for ensuring that the County’s core team has sufficient knowledge and understanding of the software to properly participate in the project and subsequent system and business process design discussions. Knowledge transfer stage will include all core team training. Specific deliverables expected during this stage include:

- Project team training plan
- Generic system documentation

**B.4.3 System Design** – Vendor will be responsible for facilitating process to define how the system will be used to meet the County’s business process requirements and project goals. As part of the design, the County expects to engage in discussions around how to use the system most effectively, what changes in business process are required and to document configurations, interfaces, reports, workflows, and security roles. Specific deliverables expected during this stage include:

- System design document

**B.4.4 Build** – After completing design and after the County has made decisions on both business process and system configurations, the County expects that the vendor and County staff will work collaboratively on building the system. All activities related to system configuration, interface development, report creation, or other build tasks should be included in this stage. Specific deliverables expected during this stage include:

- As-built documentation
- Test scripts

**B.4.5 Testing** – Throughout the process, the County expects to engage in execution of a formal test plan. The test plan will be developed during the project and include testing approach, roles and responsibilities for testing, and clear deadlines and expectations around testing effort. The County expects to engage in detailed conference room pilot testing, unit testing, regression testing, integration testing, parallel testing (payroll), and user acceptance testing. Specific deliverables expected during this stage include:

- Testing plan
- Testing results

**B.4.6 Go Live / Support** – At time for go-live, the County expects that the vendor will assist with end-user training, work to prepare a cutover plan, and assist with the transition to the new software. Included with go-live assistance could also be after go-live assistance with management of help-desk type functions. Specific deliverables expected during this stage include:

- Training plan

- End-user training materials
- Cutover plan
- Final acceptance documentation

## B.5 Interfaces

Interface requirements have been included in with the functional requirements. Proposers should respond to each functional requirement, including the interface requirements, to identify the proposed scope. Any positive response -1- is in-scope and all pricing for the proposed scope included in the submitted milestone pricing. *Interfaces to the County's existing systems are critical to the project success.* It is expected that the project will include an interface or solution to the following external systems/third party organizations:

| Interface                                | Business Process                                                                                                                                  |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Property Tax                             | Interface with necessary tax systems, such as Transient Occupancy Tax system                                                                      |
| Various Health and Human Service Systems | Interface will include all database functions (e.g., lookup, insert, update) to be accessible through an Application Programmer's Interface (API) |
| Time Entry                               | As needed compatible or to utilize County ERP Accounting System                                                                                   |
|                                          |                                                                                                                                                   |
| P-Card                                   | Daily upload of p-card data for management in the ERP system                                                                                      |
| IRS                                      | Annual and quarterly tax reporting                                                                                                                |
| GIS                                      | ESRI Integration for County GIS DATA                                                                                                              |
| Assessor/Tax/APN DATA                    | Megabyte                                                                                                                                          |
| Archival Records                         | QUESTYS, ESRI, OFFICE 365                                                                                                                         |
| State Reporting                          | ENVISION (or replacement) and Oracle for fees collected for State                                                                                 |
| Database                                 | API's                                                                                                                                             |

## B.6 Data Conversion

The County understands the level of effort required to convert and/or migrate data and is interested in converting and/or migrating only essential data required by County Development Services for the new system. In addition, much of the County's current data is tracked in spreadsheets or outside the system. The table below identifies the system currently containing much of the County's data that will be converted or migrated or both to the new system.

| Data Conversion              |                  |                                                                                                                                      |
|------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Functional Areas             | Current System   | Comments                                                                                                                             |
| General Ledger/Cash Receipts | Naviline         | County is changing to Oracle                                                                                                         |
| Time Accounting              | Excel            | Tracked in departmental spreadsheets                                                                                                 |
| Environmental Health         | Envision Connect | All aspects of our responsibilities are tracked in Envision Connect (permits, code enforcement, invoicing, time management tracking) |

|                            |                           |                                                                    |
|----------------------------|---------------------------|--------------------------------------------------------------------|
| Building Permit            | Naviline                  | Building permits are tracked in Permits Module of THE              |
| Land Management            | Naviline                  | County changing to Megabyte                                        |
| Code Enforcement           | Excel                     | Auditor's office maintains contract listing in Excel               |
| Planning Permits           | Naviline                  | Each department uses different systems or Excel to track inventory |
| Records Storage            | Questys, Office 365, ESRI | Various archival storage in place                                  |
|                            |                           |                                                                    |
| Time Entry/Cost Accounting | Excel                     | Employees each complete Excel time sheet                           |

## B.7 Project Staffing

The County will make every effort to staff the project appropriately and understands that staffing a project is important to its success. The County has staffed the project with a team of five (5) to seven (7) individuals that represent key stakeholder groups for each functional area. And in conjunction with the County ERP team for relational aspects of the system. The Land Management system is a part of an overall ERP system change. Process improvement teams have worked to establish project goals, discuss improvement opportunities, and ready the County for implementation. It is expected that all will be involved as the “core” team moving forward with the project. Each core team will have a lead individual identified, but all are expected to participate in the project. Payroll

| County Staff Participation         |                             |
|------------------------------------|-----------------------------|
| Assumed Role                       | Maximum Participation (FTE) |
| Co-Project Managers                | .50-.75 Each                |
| Core Team Leads                    | .50 FTE Each                |
| Core Team Members                  | .25 to .50 FTE Each         |
| Technical Resources (Network / DB) | As needed                   |

## B.8 Statement of Work

The County will require the development of a detailed statement of work, including a high-level project plan, prior to contract signing. The statement of work will include and describe at least the following and may include additional items the County deems necessary:

- Project scope
- Project milestones
- Project deliverables
- High level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Quality assurance and testing procedures
- Project change control procedures



## B.9 Number of Users by Department

It is difficult for the County to envision exactly who will use the system as implementation of the system will result in a major change in the way that the County does business. Proposers should plan however on having all County departments with access to the system for at least a few users to enter transactions. The following user counts expected employees and primary system users within each County department. Proposers should plan to provide sufficient system access for the County to fully implement their desired business processes. Proposals should include services to complete implementation and any appropriate training services to prepare all County staff for using the system. (Note: Employees are counted in multiple columns).

| County Users                                    |                                         |                         |
|-------------------------------------------------|-----------------------------------------|-------------------------|
| Type of User                                    | Estimate Number of Primary System Users | Scope Considerations    |
| Administration and IT and Human Resources       | 2-4                                     | Full Rights- Options    |
| Agricultural Commissioner                       | 1                                       | Full Rights- Options    |
| Assessor – Recorder                             | 2                                       | Full Rights- Options    |
| Auditor                                         | 2                                       | Full Rights- Options    |
| Building                                        | 7                                       | Full Rights- Options    |
| County Counsel                                  | 1                                       | Full Rights- Options    |
| Fire Department                                 | 2                                       | Full Rights- Options    |
| Health and Human Services, Environmental Health | 5                                       | Full Rights- Options    |
| Planning                                        | 14                                      | Full Rights- Options    |
| Public Works                                    | 10                                      | Full Rights- Options    |
| Sheriff's Office                                | 5                                       | Full Rights- Options    |
| Treasurer – Tax Collector – County Clerk        | 2                                       | Full Rights- Options    |
| Outside Agency Reviewers                        | Up to 7                                 | Access, not full rights |

## B.10 Number of Users by Function

The starting position of the software involves the estimated of the number total users is 60 and of that the expected core County users by system functions: permitting and land management 10-15; inspections 5-10; code compliance 5; and report and query tools -5. This includes primary system users and excludes anyone that would only be using the system for self-service, workflow approval, or report inquiry tasks. Permitting, Land Management

| County Users |                                                     |                                                     |
|--------------|-----------------------------------------------------|-----------------------------------------------------|
| Type of User | Primary System Users (Core users- Functional Areas) | Estimate System Users (Operating Departments- Total |

|                                |       | aggregate number of users 60) |
|--------------------------------|-------|-------------------------------|
| Permitting and Land Management | 10-15 | 60                            |
| Inspections                    | 5-10  | 60                            |
| Code Compliance                | 5     | 60                            |
| Reporting and Query Tools      | 5     | 60                            |

## Section C: Detailed Submittal Requirements

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

### C.1 Summary and Overall Scope

**C.1.1 (Proposal Section 1.0 – Introduction)** The introductory material should include a title page with the RFP name, name of the proposer, address, contact information, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

- 1) **Complete Attachment D.1 (RFP Submittal Checklist)**
- 2) **Complete**
- 3) **Complete Attachment D.3 (Proposer Statement)**

**C.1.2 (Proposal Section 2.0 – Proposer Team)** This section of the proposal should identify all firms included in the proposal and any necessary third-party products/firms required or recommended for the County.

- 4) **Identify and provide a concise summary of all firms providing software or professional services as part of this proposal**
- 5) **Identify all contract documents that would be required if the proposal is identified as finalist**

**C.1.3 (Proposal Section 3.0 - Functional Requirements)** This section describes the software and implementation scope of the overall project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software and the scope of the implementation.

- 6) **Complete Attachment D.11 (Functional Requirements)**
  - Failure to provide some requirements or excluding some requirements from scope will NOT eliminate the proposer from contention. The County will evaluate the proposal including price/value comparisons when evaluating proposals.
  - The requirements responses submitted will become part of the agreement. Proposers are expected to warrant the delivery and configuration/implementation of all positive responses in the Functional Requirements Attachment D.11.
  - The County will clarify any requirements responses during vendor interview. Immediately following software demonstrations, proposers would be expected to re-submit Attachment D.11 (Functional Requirements).

- For requirement responses proposers must indicate the module or product that is required to meet the requirement if not standard.
- For requirement responses other than 1, proposer must indicate the phase of the project that the functionality will be implemented.
- All responses which are marked 1 or alternatives, would be considered included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this.
- For functionality that is not currently available and not available for viewing at a demo, but that will be in scope for the project either as generally available features in a future release or as a customization, modification, or enhancement specific for this project, proposers should indicate in responses and may use comments section for that purpose.
- If additional explanation space is needed for comments, option to include a separate document is allowed, however each must be titled, and referenced by the Functional Requirements Checklist item number for ease of review and correlation.

## C.2 Software Proposal

**(Proposal Section 4.0 – Software Products)** This section should provide information on the proposed software scope, and functional description of the software.

- 7) **Complete Attachment D.9 (Software Products)**
- 8) **Complete Attachment D.4 (Software Background) for each software product included in the proposal**
- 9) **List and describe all proposed software products that will be delivered as part of the project, including third party products**
- 10) **Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in this proposal.**
- 11) **Describe the technical environment necessary for this software for any products that are to be hosted by the County**
- 12) **Identify the security standards maintained in the data center and with the software. Please provide information on certification or audit process for each.**
- 13) **Provide information on proposed disaster recovery services.**

**(Proposal Section 5.0 – Technical Requirements)** This section of the proposal should identify any technical requirements for operating the system and describe the key attributes of the vendor's proposed delivery services.

- 14) **Complete Attachment D.7 (SaaS)**
- 15) **Complete Attachment D.8 (Proposed Service Level Agreement)**
- 16) **Describe proposed services for hosting including:**
  - Information on the specific hosting services provided
  - Service desk support services
  - User Setup, Authentication and Management processes
  - Application support
  - Operational support services
  - Technology infrastructure services
  - Disaster recovery

- Will all products (including third party products) be hosted through the same provider?
- Please include details of data storage locations.
- Will the County need to host anything on its servers? If yes, what would be required? What space would be needed?

**17) Confirm your acceptance with the following contract terms related to any software contracts resulting from this RFP. If the following terms are not accepted, please provide an alternative proposal.**

- **Additional Users and Modules** - The County will require “price protection” for a minimum of two (2) years from the effective date of the agreement for additional County users and modules that are listed in the proposal but are not initially purchased.
- **Audit/Growth Fees** – Pricing for the software’s initial term will be free from any expansion fees or reconciliations resulting from vendor audit of user counts.
- **Hold Harmless** – Vendor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and reasonable attorney fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

### C.3 Professional Service Proposal

**(Proposal Section 6.0 – Implementation Team)** This section should describe the proposed project team including the consultants proposed to provide services for the County.

**18) Identify the proposed project team including the firms responsible for implementation, and any key consulting team members that will be providing services to the County**

- How many staff will the vendor have assigned to the project
- Approximate dedication to the project of each resource and approximate time work will be completed on-site vs. off-site
- Major roles and responsibilities for each resource

**19) Complete Attachment D.5 (Professional Services Background) for each firm involved with the project**

**20) Complete Attachment D.6 (Reference Form) for each firm involved in the project**

**21) Complete Attachment D.10 (Level of Effort)** - When completing Attachment D.10 (Level of Effort) , please refer to definitions found in section B.4 of this RFP.

**(Proposal Section 7.0 – Implementation Approach)** This section should describe the proposed implementation plan. Proposers should reference Section B for more information on the project scope, goals, and implementation effort.

**22) Provide a detailed plan for implementing the proposed system. This information must include:**

- Confirm completion of key tasks and deliverables as defined in section B.4 of this RFP.
- Description of implementation tasks and activities.
- Description of key deliverables (and how they relate to the implementation approach and activities).

**23) Explain proposed project management services including:**

- Role of the vendor project manager
- Use of project collaboration site
- Expected role of the County project manager
- On-Site presence of vendor project manager
- Proposed quality assurance procedures

**24) Explain the expected County staffing for the project including:**

- Assumed participation in the project (average portion of FTE). This should include all time spent working on the project (including time spent with and without vendor consultants)
- Assumptions about prior skills / competencies of resources

**25) Identify proposed data conversions**

- Provide information on the scope of the data conversion and the approach for migrating data to the new system
- Identify County role in assisting to convert data

**26) Identify interfaces**

- Please confirm your understanding of the interfaces included in the scope and identify how you have proposed meeting each requirement

**(Proposal Section 8.0 – Implementation Considerations)** This section asks additional questions related to some of the unique goals and challenges with the County's project. The County expects that proposers provide specific responses that consider the challenge, the proposer's experience, and recommendations based on the information that has been presented in the RFP.

**27) Dashboards and Reporting**

- What is the correct expectation at go-live and one year after go-live for how County users will be engaging in dashboards within the system? How does your implementation approach facilitate the use of information to support business decisions throughout the County?

**(Proposal Section 9.0 – Implementation Terms and Conditions)** This section asks for proposers to accept key terms and conditions for the project.

**28) Confirm your acceptance with the following contract terms related to any software contracts resulting from this RFP. If the following terms are not accepted, please provide an alternative proposal.**

- **Key Personnel** - The County requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the County's key personnel provision include: The County shall have the ability to interview and approve key personnel proposed by the vendor and the vendor key personnel may not be removed from the project without the County's approval.
- **Warranty** – The Proposer will expressly warrant that all work will be performed by an adequate number of qualified individuals with suitable training, education,

and experience and that all work performed and all deliverables, including the system itself will conform to the scope and specifications as stated in the RFP including the functional requirements for a period extending no less than 12 months after final acceptance.

- **Ownership of Deliverables** – The proposer shall grant to the County ownership of any deliverable or provide an irrevocable license for the County to use the deliverable for its business purposes, including making copies, derivative works, or sharing with representatives from other peer governments.
- **Hold Harmless** – Vendor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and reasonable attorney fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

## C.4 Price Proposal

**(Proposal Section 10.0)** - Proposers should submit price proposals using the format provided in Attachment D.12 (Cost) to this RFP.

### 29) Complete and submit Attachment D.12 (Cost)

- All pricing must be submitted as fixed by milestone. Costs listed as “to-be-determined” or “estimated” will not be scored.
- Identify major milestones as part of the project. It is required that costs will be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.
- All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Proposers are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure). Additional detail may be provided to further explain deliverable/task costs.
- Proposers should include all software modules and state any limitations on module use. If no limitations are listed, the County will consider that pricing is based on full enterprise wide access for the County.
- Proposers must submit implementation costs as fully loaded rates that include all necessary travel or other expenses. By submitting a proposal, all proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones.

## Section D: Attachments

### D.1 Attachment D.1 (RFP Submittal Checklist)

| Submittal Checklist |                           |           |
|---------------------|---------------------------|-----------|
| Section             | Item                      | Submitted |
| C.1                 | Summary and Overall Scope |           |



MARIPOSA COUNTY - REQUEST FOR PROPOSALS  
DEVELOPMENT SERVICES LAND MANAGEMENT SYSTEM

|              |                                                                                                                                                                |  |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>C.1.1</b> | <b>Introduction</b>                                                                                                                                            |  |
|              | Complete Attachment D.1 (RFP Submittal Checklist)                                                                                                              |  |
|              | Complete                                                                                                                                                       |  |
|              | Complete Attachment D.3 (Proposer Statement)                                                                                                                   |  |
| <b>C.1.2</b> | <b>Proposer Team</b>                                                                                                                                           |  |
| <b>C.1.3</b> | <b>Functional Requirements</b>                                                                                                                                 |  |
|              | Complete Attachment D.11 (Functional Requirements)                                                                                                             |  |
| <b>C.2</b>   | <b>Software Proposal</b>                                                                                                                                       |  |
|              | Complete Attachment D.9 (Software Products)                                                                                                                    |  |
|              | Complete Attachment D.4 (Software Background) for each software product included in the proposal                                                               |  |
|              | Complete Attachment D.7 (SaaS)                                                                                                                                 |  |
|              | Complete Attachment D.8 (Proposed Service Level Agreement)                                                                                                     |  |
| <b>C.3</b>   | <b>Professional Service Proposal</b>                                                                                                                           |  |
|              | Complete Attachment D.5 (Professional Services Background) for each firm involved with the project                                                             |  |
|              | Complete Attachment D.6 (Reference Form) for each firm involved in the project                                                                                 |  |
|              | Complete Attachment D.10 (Level of Effort) - When completing Attachment D.10 (Level of Effort) , please refer to definitions found in section B.4 of this RFP. |  |
| <b>C.4</b>   | <b>Price Proposal</b>                                                                                                                                          |  |
|              | Complete and submit Attachment D.12 (Cost)                                                                                                                     |  |

**D.2 Attachment D.2 (Signature Page)**

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby submits that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Contact Information:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**D.3 Attachment D.3 (Proposer Statement)**

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The County is not responsible for any conclusions or interpretations made by the proposer on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

| Addendum# | Initials |
|-----------|----------|
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED AGENT (TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
DATE

**D.4 Attachment D.4 (Software Background)**

Complete one form for each firm included in the proposal.

| <b>Software Background</b>                                                |                                      |
|---------------------------------------------------------------------------|--------------------------------------|
| Software Product Name:                                                    |                                      |
| Firm Providing Software:                                                  |                                      |
| <b>Software History:</b>                                                  |                                      |
| Current Version of the Software:                                          |                                      |
| Date of Release for Current Version:                                      |                                      |
| Date of First Release of Software:                                        |                                      |
| Identify any Precursor Software Products or Alternate Names for Software  |                                      |
| <b>Current Version</b>                                                    |                                      |
| What Were Top Five Enhancements in Current Version of the Software        | 1<br>2<br>3<br>4<br>5                |
| How as Software Changed Over Previous Three (3) Years                     | Attach additional pages if necessary |
| Biggest Limitation of Current Software                                    |                                      |
| <b>Third Party Products:</b>                                              |                                      |
| List any Third Party Products embedded in the Software                    |                                      |
| List any Third Party Products Recommended for Use along with the Software |                                      |

**D.5 Attachment D.5 (Professional Services Background)**

Complete one form for each firm included in the proposal.

| <b>Proposer Background</b>                                                                                                                                                 |          |                 |            |            |            |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|------------|------------|------------|------------|
| Company Name:                                                                                                                                                              |          |                 |            |            |            |            |
| Location of corporate headquarters:                                                                                                                                        |          |                 |            |            |            |            |
| <b>Firm History</b>                                                                                                                                                        |          |                 |            |            |            |            |
| Years of Experience Providing ERP Implementation                                                                                                                           |          |                 |            |            |            |            |
| Previous Names / Successor Firms                                                                                                                                           |          |                 |            |            |            |            |
| <b>Current/Recent Projects</b>                                                                                                                                             |          |                 |            |            |            |            |
| List up to five (5) current or recent projects that provided relevant experience                                                                                           |          |                 |            |            |            |            |
| In the past, what has been your firm's target market                                                                                                                       |          |                 |            |            |            |            |
| What is primary lesson learned from recent projects you have adjusted for the County                                                                                       |          |                 |            |            |            |            |
| <b>Size</b>                                                                                                                                                                |          |                 |            |            |            |            |
| Number of current (new) implementation clients                                                                                                                             |          |                 |            |            |            |            |
| Number of current upgrade clients                                                                                                                                          |          |                 |            |            |            |            |
| Number of ongoing support clients                                                                                                                                          |          |                 |            |            |            |            |
| Number of other clients                                                                                                                                                    |          |                 |            |            |            |            |
| <b>Consulting Team</b>                                                                                                                                                     |          |                 |            |            |            |            |
| Size of consulting team                                                                                                                                                    |          |                 |            |            |            |            |
| Average tenure with firm                                                                                                                                                   |          |                 |            |            |            |            |
| Source of recent hires (Where do you recruit for consultants?)                                                                                                             |          |                 |            |            |            |            |
| <b>Consulting Team Experience Matrix</b>                                                                                                                                   |          |                 |            |            |            |            |
| For all key project team members proposed for the County's project, prepare a matrix showing past experience with relevant clients. Matrix should be like the table below: |          |                 |            |            |            |            |
| Project                                                                                                                                                                    | Role     | Project Manager | Consultant | Consultant | Consultant | Consultant |
|                                                                                                                                                                            | Resource | Name            | Name       | Name       | Name       | Name       |
| City of A                                                                                                                                                                  | X        | X               | X          |            |            |            |
| City of B                                                                                                                                                                  |          |                 |            | X          |            | X          |
| City of C                                                                                                                                                                  |          |                 |            | X          |            |            |
| County D                                                                                                                                                                   |          |                 | X          |            |            |            |
| County E                                                                                                                                                                   |          | X               |            |            | X          |            |

**D.6 Attachment D.6 (Reference Form)**

Please provide at least five (5) references for past projects that include products and services similar to those proposed for this RFP. Please use the following format in submitting references.

**GENERAL BACKGROUND**

Name of Client: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Software Program/Version: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Employees: \_\_\_\_\_ Size of Operating Budget: \_\_\_\_\_

**PROJECT SCOPE**

Please indicate (by checking box) functionality installed:

- |                                      |                                                    |                                              |
|--------------------------------------|----------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Permitting  | <input type="checkbox"/> Code Compliance           | <input type="checkbox"/> OTHER (List Please) |
| <input type="checkbox"/> Inspections | <input type="checkbox"/> Ad Hoc Reporting          |                                              |
| <input type="checkbox"/> Cashiering  | <input type="checkbox"/> Parcel/Address Management |                                              |

**TECHNOLOGY INFORMATION**

Hosted? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, hosting provider \_\_\_\_\_

**IMPLEMENTATION INFORMATION**

Project Duration: \_\_\_\_\_

Initial Go-Live: \_\_\_\_\_

Describe Role on Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Challenges: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Major Accomplishments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D.7 Attachment D.7 (SaaS)**

\*Attach additional pages if necessary



| SaaS                                                                                                                            |                              |          |                       |                |                |                |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------|-----------------------|----------------|----------------|----------------|
| <b>Data Center</b>                                                                                                              |                              |          |                       |                |                |                |
| Where are data centers located?                                                                                                 |                              |          |                       |                |                |                |
| Are any third-party providers used to deliver PaaS or IaaS services? If so, please list.                                        |                              |          |                       |                |                |                |
| How many environments are proposed?                                                                                             |                              |          |                       |                |                |                |
| <b>Availability</b>                                                                                                             |                              |          |                       |                |                |                |
| Provide historical availability for data center for past six months.                                                            |                              |          |                       |                |                |                |
| Month                                                                                                                           | Total Minutes/Hours in Month | Downtime | Scheduled Maintenance | Other Downtime | Total Downtime | % Availability |
| June 2020                                                                                                                       |                              |          |                       |                |                |                |
| May 2020                                                                                                                        |                              |          |                       |                |                |                |
| April 2020                                                                                                                      |                              |          |                       |                |                |                |
| March 2020                                                                                                                      |                              |          |                       |                |                |                |
| February 2020                                                                                                                   |                              |          |                       |                |                |                |
| January 2021                                                                                                                    |                              |          |                       |                |                |                |
| <b>Updates</b>                                                                                                                  |                              |          |                       |                |                |                |
| How often is solution updated?                                                                                                  |                              |          |                       |                |                |                |
| How much advance notice are customers provided for new updates?                                                                 |                              |          |                       |                |                |                |
| How long do customers have to test new update?                                                                                  |                              |          |                       |                |                |                |
| <b>Authentication</b>                                                                                                           |                              |          |                       |                |                |                |
| Does the system support SSO or LDAP?                                                                                            |                              |          |                       |                |                |                |
| <b>Information Security</b>                                                                                                     |                              |          |                       |                |                |                |
| Protections provided for data breach? Please include information on notification process, remedy, and indemnification provided. |                              |          |                       |                |                |                |
| <b>Disentanglement</b>                                                                                                          |                              |          |                       |                |                |                |
| Can customer data be exported in non-proprietary format?                                                                        |                              |          |                       |                |                |                |

**D.8 Attachment D.8 (Proposed Service Level Agreement)**

If hosting services are proposed, please complete the following table identifying proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if guarantee is not met.

| <b>Proposed Service Level Guarantees</b>       |                 |                                      |                          |
|------------------------------------------------|-----------------|--------------------------------------|--------------------------|
| <b>Service</b>                                 | <b>Metric**</b> | <b>Requirement/<br/>Guarantee***</b> | <b>Remedy if Not Met</b> |
| System Availability*<br>(Unscheduled Downtime) |                 |                                      |                          |
| System Response<br>(Performance)               |                 |                                      |                          |
| Issue Response Time                            |                 |                                      |                          |
| Issue Resolution Time                          |                 |                                      |                          |
| Recovery Point Objective<br>(RPO)              |                 |                                      |                          |
| Recovery Time Objective<br>(RTO)               |                 |                                      |                          |
| System Data Restore                            |                 |                                      |                          |
| Implementation of System<br>Patches            |                 |                                      |                          |
| Notification of Security<br>Breach             |                 |                                      |                          |
| Please list other proposed<br>service levels   |                 |                                      |                          |

| <b>Proposed Service Level Guarantees</b>                               |  |
|------------------------------------------------------------------------|--|
|                                                                        |  |
| * Formula used to calculate Availability                               |  |
| ** How is performance against service levels<br>reported to the County |  |
| ***Describe process for County reporting issue to<br>the vendor        |  |

**D.9 Attachment D.9 (Software Products)**

(See Separate Excel Spreadsheet)

**D.10 Attachment D.10 (Level of Effort)**

(See Separate Excel Spreadsheet)

**D.11 Attachment D.11 (Functional Requirements)**

(See Separate Excel Spreadsheet)

**D.12 Attachment D.12 (Cost)**

(See Separate Excel Spreadsheet)

Attachment D.9: Software Scope

Vendor:

| PRODUCT NAME | Required or Optional | TYPE OF PRODUCT<br>(SaaS / On Prem) |
|--------------|----------------------|-------------------------------------|
|              |                      |                                     |
|              |                      |                                     |
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| DEPENDENCIES ON OTHER REQUIRED THIRD PARTY |          | RECOMMENDED THIRD |
|--------------------------------------------|----------|-------------------|
| MODULES                                    | PRODUCTS | PARTY PRODUCTS    |
|                                            |          |                   |
|                                            |          |                   |
|                                            |          |                   |
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|                                            |          |                   |

[illegible]



Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D-12), if applicable. Each "non-title" row (.000) should have only one "1". Blank rows will be scored as Not Available.

Legend:

|                         |                                                                                                                                                                                |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Standard - Current      | Available in current software release                                                                                                                                          |
| Standard - Next Release | Guaranteed available in next release of software                                                                                                                               |
| Report Writer           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| 3rd-Party Application   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| Custom Modification     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| Not Available           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application          | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                                                                                                                                                          | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|----------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Development Services |                |                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| GENERAL              |                |                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.001          | AGENCY-DEFINED FIELDS - Provide for "unlimited" Agency-defined fields based on project type. If limited, please explain in comments.                                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.002          | PROPERTY ASSOCIATION - Allow for an unlimited number of properties to be associated with an individual project or case number.                                                                                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.003          | PROJECT SUBTYPES - Ability to allow Agency-defined sub-types by project type.                                                                                                                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.004          | PROJECTS BY ADDRESS - Ability to link various project applications by address                                                                                                                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
|                      |                | Projects by APN- All projects should link by APN regardless of address                                                                                                                                                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.005          | SUB-PROJECTS - Ability to setup unlimited sub-projects within a single master project (e.g., multiple use projects - residential, commercial, multi-family, permit subtypes).                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.006          | MULTIPLE CONTACT TYPES - Ability for the Agency to record multiple individuals/names per application to include (but not limited to) Property Owner of Record, Authorized Agent (if different from Property Owner), and Applicant (if different from Property Owner), Developer, Bill Payer, etc. Information captured to include name, address, multiple phone numbers, fax number, and e-mail address. |                    |                 |               |                       |                     |               |          |
| Development Services | 1.007          | PROXY APPROVER - Ability to assign a secondary staff member to approve reviews and activities on a project.                                                                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.008          | ATTACHMENTS - Ability to attach documents, photos, and scanned documents for planning projects.                                                                                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.009          | PROJECT DETAILS                                                                                                                                                                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.010          | PROJECT APPLICATIONS - Ability to capture and track, at a minimum, the following application fields:                                                                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.011          | ▪ Project name;                                                                                                                                                                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.012          | ▪ Application Date;                                                                                                                                                                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.013          | ▪ Project Address;                                                                                                                                                                                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.014          | ▪ Project location tract number;                                                                                                                                                                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.015          | ▪ Project location lot number; (APN)                                                                                                                                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.016          | ▪ Applicant name;                                                                                                                                                                                                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.017          | ▪ Applicant address;                                                                                                                                                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.018          | ▪ Applicant telephone;                                                                                                                                                                                                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.019          | ▪ Applicant email;                                                                                                                                                                                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.020          | ▪ Owner name;                                                                                                                                                                                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.021          | ▪ Owner address;                                                                                                                                                                                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.022          | ▪ Owner telephone;                                                                                                                                                                                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.023          | ▪ Owner email;                                                                                                                                                                                                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.024          | ▪ Authorized Agent name;                                                                                                                                                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.025          | ▪ Authorized Agent address;                                                                                                                                                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.026          | ▪ Authorized Agent telephone;                                                                                                                                                                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |

| Application          | Feature Number | Feature / Function / Capability                                                                                                                                                                                           | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|----------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Development Services | 1.027          | ▪ Authorized Agent email; or                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.028          | ▪ Other, Agency-defined fields (i.e., number of buildings, stories, units, rooms, pools, kitchens).                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.029          | <b>APPLICATION INTAKE</b>                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.030          | <b>APPLICATION INTAKE CHECKLIST</b> - Ability to create <b>Agency-defined</b> intake checklist for initial applications by project type.                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.031          | <b>APPLICATION REVIEW CHECKLIST</b> - Ability to create <b>Agency-defined</b> review checklists by project type.                                                                                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.032          | <b>PLAN APPLICATION</b> - Ability for Agency to set up/define planning, building, health, public works, or fire department project application requirements (e.g., steps, tasks, fields, etc.)                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.033          | <b>PROJECT DESCRIPTIONS</b> - Project Descriptions shall include the ability to capture the following data:                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.034          | ▪ Existing and proposed use                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.035          | ▪ Number of buildings, stories, units, rooms                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.036          | ▪ Size (size of acreage, building height/square footage)                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.037          | <b>PROJECT DESCRIPTION</b> - Project Description shall include the ability to enter unlimited free form text to describe the property.                                                                                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.038          | <b>PROJECT LOCATON DATA</b> - Project Location data to include ability to capture Address, Zoning District, General Plan Description, Sub-Area, Assessor Parcel No., Tract No., and Lot No.                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.039          | <b>DEPOSIT TRACKING</b>                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.040          | <b>DEPOSIT TRACKING</b> - Ability to record and track deposits received and date of receipt.                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.041          | <b>ADDITIONAL DEPOSITS</b> - Ability for the Agency to take additional deposits during the entire planning application process, and track customer credit balance or refund due.                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.042          | <b>DEVELOPER TRACKING</b> - Track deposits, payments, and balances by developer, not just by single project or permit.                                                                                                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.043          | <b>DEPOSIT INVOICE - FEE SUMMARY</b> - Ability for deposit invoice to show amounts paid to-date and a summary fees incurred by fee type.                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.044          | <b>DEPOSIT BALANCE TRANSFER</b> - Ability to transfer the deposit balance of the planning project phase to the permit application or other development services projects                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.045          | <b>ALERTS AND HOLDS</b>                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.046          | <b>ALERTS</b> - Allow ability to <i>flag</i> entire projects or individual project conditions so as to <i>alert</i> or warn any personnel of a project or special condition at the time of permit application.            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.047          | <b>ALERTS</b> - Ability to add flags as needed by Agency personnel for any Agency defined alert such: as stop work notices, permit holds, open code enforcement cases, overdue deposits, etc.                             |                    |                 |               |                       |                     |               |          |
| Development Services | 1.048          | <b>STOP PROJECT</b> - Ability to issue a stop to a parcel or project that would block additional permits being issued until condition was removed.                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.049          | <b>PROJECT HOLD - INCOMPLETE SUBMISSION</b> - Ability to place a hold on a project with incomplete submissions.                                                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.050          | <b>PROJECT HOLD - UNPAID FEES</b> - Ability to place a hold on a project if there are unpaid fees.                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.051          | <b>APPEAL PERIOD PERMIT LOCK</b> - Ability to prevent the issuance of linked permits until the appeal period has ended (e.g., no permits related to the project can be issued until after 15 days post project approval). |                    |                 |               |                       |                     |               |          |
| Development Services | 1.052          | <b>PERMIT LOCK RELEASE</b> - Ability to manually release a lock placed on a permit (e.g., user removes lock on a permit linked to a project, once appeal process was completed and appeal was denied).                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.053          | <b>WORKFLOW</b>                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.054          | <b>PLAN CHECK WORK FLOW REQUIREMENTS</b> - Ability to set up different plan check requirements (e.g., commercial development project, property rezone, full entitlement, etc.).                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.055          | <b>WORKFLOW</b> - Need work flow capability to establish required planning process steps and prerequisite requirements (e.g. step 7 can only be done after step 5).                                                       |                    |                 |               |                       |                     |               |          |

| Application          | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                   | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|----------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Development Services | 1.056          | <b>WORKFLOW</b> - Provide for the <b>Agency-definition</b> of application work flow within multiple departments and to external agencies based on the type of application.                                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.057          | <b>SUB-TASKS</b> - Ability to set up multiple plan review steps and sub-tasks.                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.058          | <b>ASSIGNEE STATUS</b> - Ability to track task status, review comments, and completions by assignee.                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.059          | <b>WORKFLOW ROUTING</b> - Automatic routing of projects through various <b>Agency-defined</b> processes consisting of various review and approval functions.                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.060          | <b>EXTERNAL AGENCY ACCESS</b> - Ability for external agencies access to the application through a secured portal (e.g., contracted plan reviewers)                                                                                                                |                    |                 |               |                       |                     |               |          |
| Development Services | 1.061          | <b>EXTERNAL AGENCY ACCESS - COMMENTS</b> - Ability to track external agency review comments.                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.062          | <b>PLAN PROCESS TIMELINES</b> - Ability to track planning process time, excluding time a project is on hold waiting on developers/owners.                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.063          | <b>DEVELOPMENT SERVICES APPLICATION TYPES</b>                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.064          | <b>TRACK APPLICATION</b> - Provide for the tracking of "unlimited" application types such as:                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.065          | ▪ Vacation Rentals                                                                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |
| Development Services | 1.066          | ▪ Design Review                                                                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.067          | ▪ Conditional Use Permit                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.068          | ▪ Development Code Amendment                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.069          | ▪ General Plan Amendment/Zone Change                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.070          | ▪ Minor Land Division                                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Development Services | 1.071          | ▪ Amended Site Plan/Modification                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.072          | ▪ Planned Development                                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Development Services | 1.073          | ▪ Site Plan                                                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.074          | ▪ Commercial Industrial Mining Plan                                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.075          | ▪ Environmental Review                                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.076          | ▪ Building Permit                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.077          | <b>INQUIRY</b> - Provide the capability to query acreage, parcel numbers, project/case numbers, etc.                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.078          | <b>GIS MAP INQUIRY</b> - Ability to plot geographic planning inquiries on the Agency's map.                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.079          | <b>SCHEDULING</b>                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.080          | <b>ASSOCIATE KEY DATE TO REVIEW STEP</b> - Provide the ability to tie a key date calculation to a project review step (i.e., 30 day review, dept. commenter review, admin review, Planning hearing, Board meeting, etc.).                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.081          | <b>AUTOMATIC REMINDERS</b> - Ability to set automatic staff reminders/notifications based on plan review phases (e.g. preliminary plan review date, expected date of completion, etc.). (perhaps with the ability to sync such dates with O365 outlook calendars) |                    |                 |               |                       |                     |               |          |
| Development Services | 1.082          | <b>AUTO-DEFINE KEY DATE</b> - Ability to calculate <b>Agency-defined</b> review and expiration dates for all projects events automatically as part of the review process for a project.                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.083          | <b>AUTOMATIC RE-DATE UPON STEP COMPLETION</b> - Provide an automatic date calculation for next step when a prerequisite review step is completed.                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.084          | <b>CITIZEN ONLINE ACCESS</b>                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.085          | <b>CITIZEN ONLINE ACCESS</b> - Ability for the public to view the status of a project online.                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.086          | <b>CITIZEN ONLINE ACCESS - PARCEL MAPS</b> - Ability for citizens to access project information status information including displaying the parcels on a GIS map                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.087          | <b>ONLINE PROPERTY INFO SEARCH</b> - Ability for citizens to search property information online (e.g. Building and Zoning).                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.088          | <b>CONDITIONS OF APPROVAL (COA)</b>                                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.089          | <b>CHANGE COA</b> - Ability to add, modify or delete conditions of approval during the project approval process.                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.090          | <b>ACCUMULATE COMMENTS AND COA</b> - Provide for electronic collection of Agency comments and conditions as review progresses.                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.091          | <b>PARCEL INQUIRY</b> - Ability to tie all conditions of approval to the parcel inquiry screen.                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |

| Application          | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                               | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|----------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Development Services | 1.092          | <b>STANDARD COA</b> - Provide a Agency defined table of standard or recurring conditions that can be accessed and applied to a project during project processing, thereby eliminating the need to enter repetitive "boilerplate" conditions.                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.093          | <b>PERMIT ISSUANCE RESTRICTIONS</b> - Provide for restriction of permit approval until conditions or restrictions have been satisfied.                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.094          | <b>FREE FORM COA</b> - Ability for Engineering, Fire, Police, Recreation, etc. to enter free-form comments on demand.                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.095          | <b>COA DUE DATES</b> - Ability to schedule due date for conditions of approval to be completed.                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.096          | <b>COA DEPARTMENT APPROVAL</b> -Ability for departments to electronically signoff on conditions of approval.                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.097          | <b>PLAN CHECK LETTERS</b>                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Development Services | 1.098          | <b>PLAN CHECK LETTERS</b> - Ability to generate plan check comment letters.                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.099          | <b>PLAN CHECK LETTER EDITS</b> - Ability to edit plan review letters before printing.                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.100          | <b>PLAN CHECK LETTER - E-MAIL</b> - Ability for system to e-mail plan review letters to applicants                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.101          | <b>PLAN CHECK LETTER - REVIEWER INFORMATION</b> - Ability to include in the plan check letter to the applicants a list of the plan reviewers by name, phone, department, and email.                                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.102          | <b>FEES</b>                                                                                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.103          | <b>AUTO-CALCULATE FEES</b> - Calculate standard planning fees using <b>Agency-defined</b> criteria in a table structure.                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.104          | <b>DEVELOPER DEPOSITS</b> - Track fee deposit/collections, receivables, balance due, and refunds.                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Development Services | 1.105          | <b>PROJECT BALANCE ALERT</b> - Ability for system to provide an alert or flag when project balance is negative (fees still owed); when viewing/opening master planning project record.                                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.106          | <b>DEPOSIT REQUIREMENT ADJUSTMENTS</b> - Ability to adjust deposit amounts at any time (discretionary).                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.107          | <b>DEPOSITS FOR CONSULTING/ENGINEERING FEES</b> - Ability to track deposits and fees for outside studies or reviews (e.g. environmental studies).                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Development Services | 1.108          | <b>DETAILED FEE STATUS</b> - Detailed fees status should include the following:                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.109          | ▪ Fee Type                                                                                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.110          | ▪ Activity Type                                                                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.111          | ▪ Deposit Amount                                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.112          | ▪ Balance Due/Credit Balance                                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.113          | <b>FIXED AND VARIABLE FEES</b> - Ability to set up <b>Agency-defined</b> fixed and variable fees as follows:                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.114          | ▪ Flat fee times number of units (e.g., total number of units)                                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |
| Development Services | 1.115          | <b>MISCELLANEOUS FEES</b> - Ability to calculate and track unlimited miscellaneous fees collected in conjunction with project (e.g., copies).                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.116          | <b>MISCELLANEOUS CREDIT MEMO FEES</b> - Ability to track miscellaneous credit memo fees with comments.                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.117          | <b>MISCELLANEOUS CREDIT MEMO FEES</b> - Ability to track which user entered miscellaneous credit memo fees.                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.118          | <b>FEE SCHEDULE EFFECTIVE DATE</b> - Ability to effective date fee schedules in advance.                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.119          | <b>FEE CHANGE NOTES</b> - Ability to track notes for fees that are manually changed during project/process.                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.120          | <b>FEES BY PROJECT TYPE</b> - Planning fees should be set up by project type.                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.121          | <b>NOTIFICATION LETTERS</b>                                                                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.122          | <b>FLAG COMMENTS AND NOTES FOR INCLUSION</b> - Ability for notices and letters to automatically incorporate field information, comments, notes, etc., as applicable.                                                                                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.123          | <b>MEETING NOTIFICATION</b> - Provide a method of automatically generating <b>Agency-defined</b> notification letters to property owners and others regarding projects and meetings associated with these projects, based on parcel selection (i.e., Public Hearing notices). |                    |                 |               |                       |                     |               |          |

H.5.b

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application          | Feature Number | Feature / Function / Capability                                                                                                                                                                                                    | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|----------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Development Services | 1.124          | <b>PROPOSED CHANGE NOTIFICATION</b> - Provide for automatic mail out notice to selected parcel owners and residents regarding proposed changes to related parcels by defined radius map, including buffer zone.                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.125          | <b>EDITABLE NOTIFICATIONS</b> - Ability for system to output Agency editable notice letters (e.g., Letters of Approval, Plan Check Letters, Expiration Notification Letters, etc.).                                                |                    |                 |               |                       |                     |               |          |
| Development Services | 1.126          | <b>NOTIFICATION TRACKING</b> - Ability for system to track all notices sent associated to each project.                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.127          | <b>AREA/ VICINITY MAP</b> - Automatically to generate area map to accompany notice above with cartographic capabilities                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.128          | <b>AD HOC ADDITION OF PARCEL TO NOTIFICATION LISTS</b> - Ability to pick discretionary, impacted parcels to add to notification lists.                                                                                             |                    |                 |               |                       |                     |               |          |
| Development Services | 1.129          | <b>INQUIRY &amp; REPORTS</b>                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.130          | <b>PROJECT LOOK-UP</b> - Ability to look-up project status to determine reviews/comments not completed by due dates.                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.131          | <b>SEARCH FUNCTIONS</b> - Allow for search and retrieval of a project data using any combination of:                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.132          | ▪ Project Address                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.133          | ▪ Parcel number                                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.134          | ▪ Lot number                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.135          | ▪ Associated names (applicant, property owner, contractor, architect)                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.136          | ▪ Associated mailing addresses (applicant, property owner, contractor, architect)                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.137          | ▪ Associated phone numbers (applicant, property owner, contractor, architect)                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.138          | ▪ Type of application                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.139          | ▪ Receipt No.                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.140          | ▪ Application date                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.141          | ▪ Project approval date                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.142          | ▪ Application status                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Development Services | 1.143          | ▪ Assigned Planner                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.144          | ▪ Various Wild Card search                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.145          | ▪ Partial word searches (including notes and user defined fields)                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Development Services | 1.146          | <b>SPELL CHECK</b> - Provide spell checking for all reports and correspondence.                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Development Services | 1.147          | <b>VARIOUS SORT ORDERS</b> - Provide reports of planning projects in various sort orders (by address, type of project, project number, planner assigned, dates, etc.)                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.148          | <b>STAFF REPORTS</b> - Ability to automatically generate <b>Agency-defined</b> staff reports and resolutions with the ability to edit before finalizing.                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.149          | <b>STAFF REPORTS</b> - Ability to setup template staff reports that will insert project conditions of approval and then allow for editing remaining report using MS Word or Word editor.                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.150          | <b>PROJECT STATUS REPORTS</b> - Ability to produce project status reports by project type, due dates, planner staff, outstanding tasks, etc.                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.151          | <b>PROJECT CRITICAL DATES REPORT</b> - Generate a report which provides critical dates for each project (e.g., submittal, approval, expiration, extension dates, etc.)                                                             |                    |                 |               |                       |                     |               |          |
| Development Services | 1.152          | <b>CALENDAR OF MEETING DATES BY PROJECT</b> - Ability to provide a calendar of meeting dates by project.                                                                                                                           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.153          | <b>CALENDAR VIEW OF ASSIGNMENTS AND DUE DATES</b> - Ability for users and to view assignments on a calendar by individual user or department.                                                                                      |                    |                 |               |                       |                     |               |          |
| Development Services | 1.154          | <b>MEETING DOCUMENTS</b> - Provide a function for producing summary documents for a project from the comments and conditions entered during the project review without the user having to retype these comments and/or conditions. |                    |                 |               |                       |                     |               |          |
| Development Services | 1.155          | <b>MEETING DOCUMENTS</b> - Provide a method of producing meeting documents (such as agendas) for all projects scheduled for a particular meeting and date.                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.156          | <b>PLANNING ACTIVITY REPORTS</b> - Ability to report planning activity by multiple activity types (e.g., property usage, affordable units, environmental documents, project types, etc.).                                          |                    |                 |               |                       |                     |               |          |
| Development Services | 1.157          | <b>PLANNING ACTIVITY REPORTS</b> - Ability to report planning activity report with the ability to use filters (e.g., project type filter, planner filter, project status filter, etc.).                                            |                    |                 |               |                       |                     |               |          |

| Application          | Feature Number | Feature / Function / Capability                                                                                                                                                                      | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|----------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Development Services | 1.158          | <b>INTEGRATION - INTERFACE</b>                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.159          | <b>INTEGRATION - GENERAL LEDGER</b> - The Planning application must generate journal entries to the General Ledger for any invoices generated and revenues received, including all fees and credits. |                    |                 |               |                       |                     |               |          |
| Development Services | 1.160          | <b>ELECTRONIC PLAN SUBMITTAL</b> - Ability to receive plan submittals electronically through the Agency's website.                                                                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.161          | <b>ELECTRONIC PLAN REVIEW</b> - Capable of online plan review with ability to markup plans and add comments.                                                                                         |                    |                 |               |                       |                     |               |          |
| Development Services | 1.162          | <b>INTEGRATION - INSPECTIONS</b> - Integrate in real time to the inspections module to schedule inspections and update inspection results to the planning project.                                   |                    |                 |               |                       |                     |               |          |
| Development Services | 1.163          | <b>INTEGRATE - CODE ENFORCEMENT</b> - Ability to integrate with code enforcement module to identify any property/parcel existing code cases or fines pending payment.                                |                    |                 |               |                       |                     |               |          |
| Development Services | 1.164          | <b>INTEGRATION - PERMITTING</b> - Provide automatic linkage between general planning applications and associated permits.                                                                            |                    |                 |               |                       |                     |               |          |
| Development Services | 1.165          | <b>INTEGRATION - PARCEL/ADDRESS MANAGEMENT</b> - Integrate in real time to Parcel/Address Management to retrieve historical information on inspections performed on the parcel or address.           |                    |                 |               |                       |                     |               |          |
| Development Services | 1.166          | <b>INTEGRATION - PARCEL/ADDRESS MANAGEMENT</b> - The parcel/address management application should provide address, parcel, owner, and zoning information to the permit system.                       |                    |                 |               |                       |                     |               |          |
| Development Services | 1.167          | <b>INTEGRATION - ESRI ARCGIS Online</b> - Ability to interface to GIS mapping products that support ESRI ArcGIS Online.                                                                              |                    |                 |               |                       |                     |               |          |
| Development Services | 1.168          | <b>INTEGRATION - WMTS Server</b> - Ability to integrate to WMTS Server via Rest API.                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Development Services | 1.169          | <b>INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM</b> - System must integrate with Electronic Document Management System                                                                        |                    |                 |               |                       |                     |               |          |
| Development Services | 1.170          | <b>INTEGRATION</b> - If no Health Module is available must have the ability to link to current system utilized by EH (Envision Connect )                                                             |                    |                 |               |                       |                     |               |          |



# Mariposa County - Land Management System Feature Function Requirements

H.5.b

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D -12), if applicable. Each "non-title" row (.000) should have only one "1". Blank rows will be scored as Not Available.

## Legend:

|                                |                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standard - Current</b>      | Available in current software release                                                                                                                                          |
| <b>Standard - Next Release</b> | Guaranteed available in next release of software                                                                                                                               |
| <b>Report Writer</b>           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| <b>3rd-Party Application</b>   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| <b>Custom Modification</b>     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| <b>Not Available</b>           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application       | Feature Number | Feature / Function / Capability                                                                                                                | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| <b>Permitting</b> |                |                                                                                                                                                |                    |                 |               |                       |                     |               |          |
| <b>INTAKE</b>     |                |                                                                                                                                                |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.001          | <b>APPLICATION INTAKE</b> - Ability to intake the following types of detail on each permit/project application (including but not limited to): |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.002          | ▪ Application Date                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.003          | ▪ Application/Permit Number                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.004          | ▪ Staff that Received Application and Plans                                                                                                    |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.005          | ▪ Project Address                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.006          | ▪ City                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.007          | ▪ Property Owner or Tenant                                                                                                                     |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.008          | ▪ Architect, Designer, or Engineer                                                                                                             |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.009          | ▪ Contractor                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.010          | ▪ Tenant/Business Name and Email Address                                                                                                       |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.011          | ▪ Applicant Name                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.012          | ▪ Applicant Day Time Phone Number                                                                                                              |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.013          | ▪ Applicant Emergency Phone Number                                                                                                             |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.014          | <b>CONTRACTOR DATABASE</b> - Ability to select from contractor or similar database.                                                            |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.015          | ▪ Note: The following fields are to be captured for each application contact.                                                                  |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.016          | ▪ Name                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.017          | ▪ Address                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.018          | ▪ City                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.019          | ▪ State                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.020          | ▪ Zip                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.021          | ▪ Phone Number                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.022          | ▪ Fax Number                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Permitting        | 2.023          | ▪ E-mail Address                                                                                                                               |                    |                 |               |                       |                     |               |          |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                 | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.024          | ▪ State License #                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.025          | ▪ Type Of Construction                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.026          | ▪ Occupancy                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.027          | ▪ Occupancy Load                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.028          | ▪ Fire Sprinklers (Y/N)                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.029          | ▪ Square Footage                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.030          | ▪ Valuation                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.031          | ▪ Previous Use                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.032          | ▪ Proposed Use                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.033          | ▪ Assessor Parcel#                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.034          | ▪ Description                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.035          | ▪ Scope of Work                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.036          | ▪ Department/Division To Route To                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.037          | ▪ Plan Check Approval Date                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.038          | ▪ Issued Date                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.039          | ▪ Permit Expiration Date                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.040          | ▪ Work Start Date                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.041          | ▪ Zoning                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.042          | USER-DEFINED FIELDS - Provide for "unlimited" Agency-defined fields based on permit type. If limited, please explain in comments.                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.043          | REQUIRED FIELDS - Ability for Agency to determine which fields are required.                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.044          | PERMIT SUBTYPES - Ability to allow Agency-defined sub-types by permit type.                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.045          | PERMIT DATA - Allow for an unlimited number of names, addresses, and phone numbers to be entered for a permit application. If limited, please explain limitation in comments.   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.046          | PERMIT APPLICATION CHECKLIST - Ability to create Agency-defined required checklists by permit type.                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.047          | VALID ADDRESSES - Ability for system to require valid Site Location selection for all activities/permits (i.e., no free form address input by end-users).                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.048          | TEMPORARY ADDRESS - Need ability to input a temporary address for non-existing address locations.                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.049          | TEMPORARY PARCEL NUMBERS - Allow assignment of pseudo or temporary parcel numbers to be used for permitting purposes until actual parcel numbers are available from the County. |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.050          | ATTACHMENTS - Ability to attach files to permit (i.e., performance bond/check, emails, etc.)                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.051          | VALUATION CALCULATION - Ability to build an Agency-defined, tiered valuation calculation based on square footage/quantity, classification, and occupancy group.                 |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                       | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.052          | PERMIT LINKING - Ability to link a permit to another permit or planning project (e.g., link a permit for deferred plans to the original permit that was issued, etc.) |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.053          | PERMIT REACTIVATION - Ability to reactivate an expired/closed permit.                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.054          | PERMIT TYPES                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.055          | MISCELLANEOUS PERMIT TYPES - Provide simplified system for processing miscellaneous permit applications, such as:                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.056          | ▪ Residential Remodel/Addition                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.057          | ▪ Solar                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.058          | ▪ Electrical                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.059          | ▪ Mechanical                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.060          | ▪ Plumbing                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.061          | ▪ Commercial Tenant Improvement                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.062          | ▪ Water Heater                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.063          | ▪ Demolition (Residential, Pool/Spa)                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.064          | ▪ Patio Cover                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.065          | ▪ Encroachment                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.066          | ▪ Type - i.e. road/driveway/LDA/sign/fence/Banner/other                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.067          | ▪ State Highway/Caltrans                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.068          | ▪ Conditions/Special Provisions                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.069          | ▪ Expiration Date                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.070          | ▪Resenditil/Commerical                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.071          | New Construction/Remodel/                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.072          | Home/outbuilding/Mobile/other                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.073          | ▪ Work Start Date/end date                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.074          | ▪ Transportation                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.075          | ▪ Valid From Date                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.076          | ▪ Valid To Date                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.077          | ▪ Attachments Required for Validation                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.078          | ▪ Authorization Granted For                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.079          | ▪ License Plate No.                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.080          | ▪ Load or Equipment & Model No.                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.081          | ▪ Description of Hauling Equipment                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.082          | ▪ Vehicle Width                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.083          | ▪ Kingpin to Last Axle                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.084          | ▪ Combined Vehicle Length                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.085          | ▪ No. of Tires per Axle (9 Axles)                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.086          | ▪ Distance Between Axles (9 Axles)                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.087          | ▪ Width of Axles at Tire Sidewall (9 Axles)                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.088          | ▪ Maximum Allowable Weight (9 Axles)                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.089          | ▪ Loaded Height                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                     | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|---------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.090          | ▪ Loaded Width                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.091          | ▪ Loaded Overall Length                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.092          | ▪ Loaded Overhang                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.093          | ▪ Weight Class                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.094          | ▪ Origin                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.095          | ▪ Destination                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.096          | ▪ Authorized Travel Route                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.097          | ▪ Pilot Car Required?                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.098          | ▪ Width Exceeding 12' (Rear Pilot)                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.099          | ▪ Width Exceeding 14' (Front & Rear Pilot)                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.100          | ▪ Length Exceeding 105' (Rear Pilot)                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.101          | ▪ Height Exceeding 14' (Front Pilot with Vertical Measuring Device) |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.102          | ▪ No. of Trips                                                      |                    |                 |               |                       |                     |               |          |       |
|             | 2.103          | Special Conditions                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.104          | ▪ Haul Route                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.105          | ▪ Valid From Date                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.106          | ▪ Valid To Date                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.107          | ▪ Approximate No. of Trips per Day                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.108          | ▪ No. of Days                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.109          | ▪ Origin                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.110          | ▪ Grading Permit No.                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.111          | ▪ Destination                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.112          | ▪ Authorized Haul Route                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.113          | ▪ Access Point to Site                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.114          | ▪ Special Conditions                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.115          | ▪ Grading                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.116          | ▪ No. of Units                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.117          | ▪ Lots Inclusive                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.118          | ▪ Cross Streets                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.119          | ▪ Purpose                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.120          | ▪ Cut in Cubic Yards                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.121          | ▪ Borrow Fill in Cubic Yards                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.122          | ▪ Natural Fill in Cubic Yards                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.123          | ▪ Fee Yardage                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.124          | ▪ Valuation of Protective Devices and Improvements                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.125          | ▪ Special Event                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.126          | ▪ Type of Event                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.127          | ▪ Date of Event                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.128          | ▪ Event Start Time                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.129          | ▪ Event End Time                                                    |                    |                 |               |                       |                     |               |          |       |

| Application | Feature Number | Feature / Function / Capability                                  | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.130          | ▪ Organization/Sponsor Name                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.131          | ▪ Description of Event                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.132          | ▪ On-Street Parking - List Streets                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.133          | ▪ On-Street Parking - From Date                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.134          | ▪ On-Street Parking - To Date                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.135          | State Highway use/Caltrans Permit                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.136          | Route/Travel Plan                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.137          | Road or other traffic Clousures                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.138          | ▪ Amplification Required                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.139          | ▪ Alcohol to be Served/Sold?                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.140          | ▪ Facilities Requested                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.141          | ▪ Approx.. No. of Participants/Guests/Attendees                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.142          | ▪ Provisions for Security/First Aid/Sanitary Facilities/Clean-Up |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.143          | EDU review application                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.144          | Number/type of fixtures                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.145          | address/apn                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.146          | associated permit                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.147          | attached building plans                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.148          |                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.149          | Utility Service Connection                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.150          | Service Address                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.151          | Residential/Commercial                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.152          | Coulterville                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.153          | Water/Sewer                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.154          | Lake Don Pedro                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.155          | Sewer                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.156          | Mariposa Pines                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.157          | Sewer                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.158          | Yosemite West                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.159          | Water/Sewer                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.160          | Requested Date of Service                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.161          | Applicant - Owner/agent (agent authorization required)           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.162          |                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.163          | Easement Vacation Request                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.164          | Aplicant information                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.165          | Detailed request                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.166          | Formal letter for the request                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.167          | Type of Easement                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.168          | Road                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.169          | Name                                                             |                    |                 |               |                       |                     |               |          |       |

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|-------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.170          | section to be vacated                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.171          | Compliance with Streets & Highways Code                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.172          | Exhibits - Description/Map prepared by PLS                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.173          | Supporting Documents                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.174          | PUE                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.175          | Letters of support from all PUE users                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.176          | Exhibits - Description/Map prepared by PLS                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.180          | <b>COMBINATION PERMITS</b> - Ability to setup combination permits (e.g., residential addition, plumbing, building, electrical, mechanical, etc.) with separate requirements, fees and inspections.                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.181          | <b>ADDITIONAL PERMITS</b> - Ability to add more permit types to an existing permit application/project.                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.182          | <b>MASTER PLAN CHECK PERMIT</b> - Ability to clone a permit with a master plan review approval in order to issue multiple permits with the same plans quickly.                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.183          | <b>DATES</b>                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.184          | <b>PERMIT EXPIRATION DATES</b> - Automatically calculate permit expiration date based on user parameters by permit type (e.g., 180 days from application date, 6 months from issued date).                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.185          | <b>AUTO ADJUST EXPIRE DATE</b> - Ability to auto adjust permit expiration date by 180 days from last approved/passed inspection.                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.186          | <b>MANUALLY ADJUST EXPIRE DATE</b> - Ability to manually adjust permit expiration date (e.g., plan check expiration extension was granted).                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.187          | <b>AUTO DATES FROM STATUS CHANGE</b> - Ability to configure dates to automatically populate based on status changes, such as:                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.188          | ▪ Changing status to "Approved" also auto populates Approved Date field                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.189          | ▪ Changing status to "Issued" also auto populates Issued Date field                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.190          | ▪ Other agency-defined status and date combinations (e.g., CofO, Finaled, etc.)                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.191          | <b>CITIZEN ONLINE ACCESS</b>                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.192          | <b>ONLINE PERMIT APPLICATIONS ALLOWED</b> - Ability to specify which permits can be applied for online.                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.193          | <b>PERMIT APPLICATIONS WITHOUT PAYMENT</b> - Ability to apply for any permit type online and not make a payment at the time of application.                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.194          | <b>PERMIT APPLICATIONS - PENDING APPROVAL/ISSUANCE</b> - Ability for customers to apply for permits via Internet in real time, but require Agency verification before actual permit approval and issuance.                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.195          | <b>PERMIT APPLICATIONS - ISSUE PERMIT W/O AGENCY REVIEW</b> - Ability for customers to apply for permits via online in real-time and be issued a permit without requiring Agency verification/review (e.g., garage sale permit). |                    |                 |               |                       |                     |               |          |       |

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| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                             | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b                                                                                  |  |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|----------------------------------------------------------------------------------------|--|
|             |                |                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.196          | ONLINE PAYMENTS - Ability for customers to pay permit application fees via Internet in real time.                                                                                                           |                    |                 |               |                       |                     |               |          | Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land |  |
| Permitting  | 2.197          | ONLINE PAYMENT NOTIFICATION - Ability to generate a notification to staff when the public makes an online payments. Please specify how notifications are received (e.g., email, system activity/task, etc.) |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.198          | ELECTRONIC PLAN SUBMITTALS - Ability for citizens to process permits and submit original and updated/corrected electronic plans online. NOTE: Applies to simple and complex permits.                        |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.199          | PAY SPECIFIC FEES ONLINE - Ability to allow the public to pay for specific fees online (e.g., collect only plan check fees).                                                                                |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.200          | ONLINE PERMIT STATUS - Ability for customers to view status of permit applications via the Internet.                                                                                                        |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.201          | ONLINE PERMIT PRINTING - Ability for customers to print permits submitted online (e.g., garage sale permit).                                                                                                |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.202          | PREVENT PERMIT PRINTING UNLESS PERMIT ISSUED - Ability to prevent online permit printing unless the permit status is "Issued".                                                                              |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.203          | ONLINE PERMIT PRINTING - LAYOUTS - Ability to specify which permit layout to print by permit type (e.g., haul permit layout, garage sale permit layout, building permit layout, etc.)                       |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.204          | CONTRACTOR REGISTRATION                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.205          | MASTER ENTITY AND CONTRACTOR RECORD - Provide a Master Record with a minimum of the following data elements:                                                                                                |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.206          | ▪ Customer Account number - system-wide master number (e.g., Permits, Projects, Code Cases, etc.)                                                                                                           |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.207          | ▪ Certificate type (e.g., contractor, architect, engineer, designer, etc.)                                                                                                                                  |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.208          | ▪ Certificate subcategory/subtype (e.g., general contractor, plumber, electrician, etc.)                                                                                                                    |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.209          | ▪ Certificate Status                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.210          | ▪ Application Date                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.211          | ▪ State License Number                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.212          | ▪ State Class Code(s)                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.213          | ▪ State License Application Date                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.214          | ▪ State License Issuance Date                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.215          | ▪ State License Expiration Date                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.216          | ▪ Business Name                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.217          | ▪ Business Owner Name                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.218          | ▪ Business Address                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.219          | ▪ Business Phone Number                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |                                                                                        |  |
| Permitting  | 2.220          | ▪ E-Mail Address                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |                                                                                        |  |

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                        | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Permitting  | 2.221          | ▪ Agency-defined fields - Provide "unlimited" Agency-defined fields by contractor record.                                                                                              |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.222          | ▪ Contacts/People authorized to apply for permits on behalf of the Contractor                                                                                                          |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.223          | <b>MASTER ACCOUNT COMMENTS</b> - Provide unlimited free-form text at the contractor registration record level.                                                                         |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.224          | <b>ATTACHMENTS</b> - Ability to scan documents and attach them to the business, person; and/or to the license or tax record.                                                           |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.225          | <b>CONTRACTOR REGISTRATION FEES</b>                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.226          | <b>FIXED FEES</b> - Ability to set up <b>Agency-defined</b> fixed fees                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.227          | <b>STATE FEE</b> - Ability to apply an \$X fee in additional to the Agency's registration/certificate amount.                                                                          |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.228          | <b>ADJUSTMENTS</b> - Ability to manually adjust over/under payments with audit trail.                                                                                                  |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.229          | <b>ADJUSTMENT - REASON</b> - The system has the ability to provide a “Reason Code” field that includes all reasons for a fee adjustment.                                               |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.230          | <b>FEE SCHEDULE EFFECTIVE DATE</b> - Ability to effective date fee schedules in advance.                                                                                               |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.231          | <b>FEE SCHEDULE/CHANGES</b> - Ability to track a history of business license fee schedules and changes.                                                                                |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.232          | <b>CONTRACTOR INSURANCES AND BONDING</b>                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.233          | <b>INSURANCE/BONDING TYPES</b> - Ability to configure different carrier types (i.e. Workers' Compensation, Insurance, etc.)                                                            |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.234          | <b>MULTIPLE ENTRIES</b> - Ability to add multiple different insurance/bond types per contractor record (i.e. Workers' Compensation, Insurance, Bonding, etc.)                          |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.235          | <b>CARRIER NAME</b> - Ability to record the carrier name for each individual Insurance/Bond item.                                                                                      |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.236          | <b>INSURANCE NUMBER</b> - Ability to record the insurance number for each individual Insurance/Bond item.                                                                              |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.237          | <b>ISSUANCE AND EXPIRATION DATES</b> - Ability to record the Issued and Expired Dates for each Insurance/Bond item.                                                                    |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.238          | <b>EXPIRATION DATES VERIFICATION</b> - Validation of all Expiration Dates recorded on a contractor registration record, when record is linked to a permit, project, code case, etc.    |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.239          | <b>ATTACHMENTS</b> - Ability to attached files of various files types (e.g., Word, PDF, Email, Excel, JPG, etc.)                                                                       |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.240          | <b>ROUTING &amp; WORKFLOW</b>                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.241          | <b>WORKFLOW</b> - Ability to pre-establish workflow and task requirements by permit type (reviews, plan checks, verifications, inspections, other agency approval requirements, etc.). |                    |                 |               |                       |                     |               |          |

H.5.b

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                           | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.242          | <b>MODIFY WORKFLOW</b> - Ability to modify workflow and task requirements as needed at the permit record (e.g., override default reviewer assignment and assign review to another reviewer).                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.243          | <b>DEFAULT DUE DATES</b> - Ability for system to default due dates by task type (e.g., plan check reviews due within 10 days of first submittal AND 5 days for a resubmittal to the same department).                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.244          | <b>DEFAULT DUE DATES</b> - Ability for system to use business days when calculating the default due date.                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.245          | <b>OVERRIDE DUE DATES</b> - Ability to override automatically assigned system due dates.                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.246          | <b>PERFORMANCE STANDARDS TRACKING</b> - Ability to distinguish different task due dates and set due dates accordingly. Each task should have a separate date associated to it in order to compile performance standards reports.                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.247          | <b>SIMULTANEOUS WORKFLOW STEPS</b> - Ability to allow review steps to be performed simultaneously by multiple users/departments.                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.248          | <b>ASSIGN TASKS TO STAFF</b> - Ability for departments to assign and re-assign tasks to specific staff.                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.249          | <b>ASSIGN TASKS TO DEPARTMENT</b> - Ability to either assign staff or leave task completion at the department level.                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.250          | <b>REVIEWER ACCESS CONTROL</b> - Ability for reviewers to only access permit records they are assigned to review.                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.251          | <b>CALENDAR VIEW OF ASSIGNMENTS AND DUE DATES</b> - Ability for users and supervisors to view their assignments and due dates by individual or department.                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.252          | <b>PERMIT REVISIONS</b> - Ability to revise permit applications during the permit review process.                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.253          | <b>NOTES TYPE AND DATE STAMP</b> - Ability to add notes and comments throughout the permitting process, including type and date stamp.                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.254          | <b>APPROVALS</b> - Do not allow permit to be issued until all required plan review steps are completed with the ability to override.                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.255          | <b>PLAN REVIEWS AND COMMENTS</b>                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.256          | <b>AGENCY DEFINED ROUTING</b> - Allow <b>Agency-defined</b> plan review routing based on type of work performed to multiple users/departments (e.g., specific staff, planning, environmental compliance, fire, police, county health, engineering, etc.). |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.257          | <b>MULTIPLE PERMITS PER SET OF APPROVAL STEPS/PLAN CHECK</b> - Ability to setup one set of approval steps/plan checks for multiple permits (e.g., building, plumbing, electrical, mechanical, etc.).                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.258          | <b>PLAN STAMP</b> - Ability for a user to electronically stamp plans                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.259          | <b>PLAN POSSESSION</b> - Ability to track which planners have been issued sets of physical plans.                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |

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|-------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Permitting  | 2.260          | <b>ELECTRONIC PLAN REVIEW</b> - Capable of online plan review with ability to markup plans and add comments.                                                                                  |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.261          | <b>STANDARD COMMENTS</b> - Allow for <b>Agency-defined</b> table of standard comments that can be accessed during plan review.                                                                |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.262          | <b>UNLIMITED COMMENTS</b> - Allow for entry of unlimited free-form notes and comments during the plan review processes.                                                                       |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.263          | <b>UNLIMITED COMMENT CHARACTERS</b> - Allow for an unlimited number of characters in a comment.                                                                                               |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.264          | <b>PRINT PLAN CHECK COMMENTS</b> - Ability to print plan check comments on plan check review letter.                                                                                          |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.265          | <b>COMBINED COMMENT LETTERS</b> - Ability to combine department comment letters for issuance with the permit documents.                                                                       |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.266          | <b>EDITABLE COMMENT REVIEW LETTERS</b> - Ability to create editable comment/review letters                                                                                                    |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.267          | <b>ADD CORRECTION ITEMS</b> - Allow entry of plan correction items as part of plan review.                                                                                                    |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.268          | <b>CORRECTIONS LIST</b> - Ability to generate a review specific or overall corrections list.                                                                                                  |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.269          | <b>CUSTOMER CORRECTIONS LIST</b> - Ability for system to generate a corrections list (letter) for customer.                                                                                   |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.270          | <b>EMAIL CORRECTION NOTICE</b> - Ability to email plan corrections out of the system to a contact on the permit (e.g., applicant or contractor)                                               |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.271          | <b>EDITABLE PLAN CORRECTIONS LETTER</b> - Ability for system to generate an editable plan corrections letter that merges appropriate record information.                                      |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.272          | <b>AUTOMATIC REMINDERS</b> - Ability to set automatic reminders/notifications based on plan review phases (e.g., preliminary plan review date, expected date of completion, etc.).            |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.273          | <b>PLAN CHECK HOLDS</b> - Ability to track days spent on plan checks that are on hold and awaiting applicant/contractor response or plan resubmittal.                                         |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.274          | <b>ADDITIONAL PLAN CHECK FEES</b> - Ability to add additional plan review fees after at 4th Plan Check Resubmittal.                                                                           |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.275          | CONDITIONS OF APPROVAL                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.276          | <b>SPECIAL CONDITIONS</b> - Ability to note any restrictions or special conditions established by reviewing departments as a prerequisite within the permit process.                          |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.277          | <b>CONDITIONS OF APPROVAL</b> - Ability to set up standard conditions of approval by permit type.                                                                                             |                    |                 |               |                       |                     |               |          |
| Permitting  | 2.278          | <b>CONDITIONS OF APPROVAL</b> - Ability for system to force all conditions of approval to be met and checked off before user is allowed to mark a task complete with the ability to override. |                    |                 |               |                       |                     |               |          |

H.5.b

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                               | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |  |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|--|
|             |                |                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.279          | CONDITIONS OF APPROVAL - Allow conditions of approval to be entered and maintained by multiple departments.                                                                   |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.280          | CONDITIONS OF APPROVAL - Allow conditions of approval "completed" check box.                                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.281          | CONDITIONS OF APPROVAL - Allow conditions of approval "reviewed" check box.                                                                                                   |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.282          | CONDITIONS OF APPROVAL - Track conditions of approval "completed by whom".                                                                                                    |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.283          | CONDITIONS OF APPROVAL - Track conditions of approval "reviewed by whom".                                                                                                     |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.284          | CONDITIONS OF APPROVAL - Track conditions of approval completed by "date and time".                                                                                           |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.285          | CONDITIONS OF APPROVAL - Track conditions of approval "reviewed" by date and time.                                                                                            |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.286          | FEES                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.287          | UNLIMITED FEES AND TYPES - Provide for calculation of standard fees with effective dates using Agency-provided formulas or tables.                                            |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.288          | FEE SCHEDULE EFFECTIVE DATE - Ability to effective date fee schedules in advance.                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.289          | PAY FOR MULTIPLE PERMITS - Ability to pay for multiple permits in the same transaction.                                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.290          | FEES AND CREDITS - Track fees charged, refunds, and credits issued by customers, permits, parcel, project, etc.                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.291          | FIXED AND VARIABLE FEES - Ability to set up <b>Agency-defined</b> fixed and variable fees as follows:                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.292          | ▪ Flat \$XX fee per valuation tier (e.g., \$XX for valuation tier \$0-\$1,000, \$XX for tier \$1,001-\$2,000, etc.);                                                          |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.293          | ▪ Flat \$XX fee per valuation tier (see above), plus an additional flat fee per valuation unit (e.g., valuation over \$100,001 is \$X per \$1000 additional valuation, etc.); |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.294          | ▪ Building Permit - plan review fees XX% of Building Permit fee (e.g., XX% of base fee);                                                                                      |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.295          | ▪ Flat fee times number of units (e.g., total number of lots, fixture count, days of lane closure, etc.) with a minimum and maximum unit amount;                              |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.296          | HOURLY FEES - Ability to charge an hourly fee.                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.297          | BUILDING CONSTRUCTION VALUATION - Allow for <b>Agency-defined</b> valuation calculations based on a <b>Agency-defined</b> table of construction values.                       |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.298          | BUILDING ASSESSED VALUATION - Allow for <b>Agency-defined</b> valuation calculations based on a <b>Agency-defined</b> assessed values.                                        |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.299          | SQUARE FOOT CALCULATIONS - Allow <b>Agency-defined</b> square footage calculations based on a <b>Agency-defined</b> table of square footage values.                           |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.300          | FEES ON DEMAND - Ability to charge any or all fees by specific project requirements (e.g., set up fees on demand).                                                            |                    |                 |               |                       |                     |               |          |       |  |

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|-------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.301          | MISCELLANEOUS FEES - Ability to calculate and track unlimited miscellaneous fees collected in conjunction with building permits.                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.302          | WAIVE FEES - Ability to waive or override any standard/default fees by supervisor with proper security control.                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.303          | PERMIT REQUEST ESTIMATES - Ability to save permit request information to estimate fees without creating a new permit application, then convert estimate to application records when customer actually submits formal permit application (could be weeks or months later).                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.304          | PAY FOR MULTIPLE PERMITS - Ability to pay for multiple permits in the same transaction.                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.305          | AUTO-CALCULATE FEES - Calculate standard planning fees using Agency-defined criteria in a table structure.                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.306          | BILLABLE TIME - Ability to track task time by person and generate hourly fees due.                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.307          | FEE SETTINGS FOR CANCELLED PERMITS - Ability to set fees as refundable or non-refundable should a permit be cancelled.                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.308          | PERMIT CANCELLATION - Ability to automatically refund only XX% of the original permit fees if the permit application is cancelled by the customer.                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.309          | INVOICING - Ability for a user to select which assessed fees should be included on an invoice.                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.310          | FEE CHANGES POST ISSUANCE - Ability to recalculate fee amounts of fees already paid and determine the amount to be paid in addition to the original fees (e.g., the square footage of an addition is increased post issuance of the permit and permit fees increase due to square footage increase) |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.311          | DEPOSITS/TRUST ACCOUNTS                                                                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.312          | TRANSFER FUNDS FROM PLANNING PROJECT TO PERMIT - Ability to transfer a funds from a planning project to a permit.                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.313          | TIME TRACKING - Ability to track hourly time spent by reviewer and task to calculate fees for deposit draw downs.                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.314          | DEPOSIT CREDITS/REFUNDS - Ability allow specific authorized users to generate a credit for hours billed.                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.315          | DEPOSIT CREDITS/REFUNDS - Ability to credit back draw-downs and expenses to the developer's deposit (e.g., collected newspaper notification fee by mistake)                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.316          | REFUNDABLE DEPOSITS - Ability to track deposits and refunds including conditions and sign-offs of refund, and maintain a real-time permit fees balance.                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.317          | MULTIPLE PERMITS DRAWS PER DEPOSIT/TRUST ACCOUNT - Ability for multiple permits to draw down against the same deposit (e.g., large contractor or utility company).                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.318          | THIRD PARTY PAYMENTS - Ability for permit account balance to track payments made to third parties.                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land



| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                                           | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
| Permitting  | 2.319          | ADDITIONAL DEPOSIT INVOICE - Ability to generate an invoice for additional deposits due when a balance is nearing agency-defined threshold or a percentage of the original deposit amount.                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.320          | DEPOSIT INVOICE - FEE SUMMARY - Ability for deposit invoice to show amounts paid to-date and a summary of fees incurred by fee type.                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.321          | BONDS                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.322          | CASH BONDS - Ability to collect and record bond payments via Cash, Check, Credit Card, or Letters of Credit/CDs.                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.323          | ▪ Note: The following fields are to be captured for each bond.                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.324          | ▪ Bond Type (e.g., Surety Bond, Maintenance Bond, Performance Bond)                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.325          | ▪ Bond Amount                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.326          | ▪ Bond Payment Method                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.327          | ▪ Date Bond was added                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.328          | ▪ Date Bond was released                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.329          | ▪ Notes                                                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.330          | MULTIPLE BONDS - Ability to add multiple bonds per permit.                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.331          | BOND REFUNDS - Ability to credit back incorrectly assessed bonds (e.g., bond amount was incorrect, incorrect paper work was submitted).                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.332          | BOND REDUCTION - Ability to reduce a bond amount without releasing a bond.                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.333          | BOND RELEASE - Ability to track a release date of each bond.                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.334          | USER-DEFINED FIELDS - Provide for "unlimited" Agency-defined fields per bond type. If limited, please explain in comments.                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.335          | NOTIFICATIONS                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.336          | NOTIFICATION METHODS - Notification methods include:                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.337          | ▪ E-mail                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.338          | ▪ Online Citizen Access Portal Updates                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.339          | ▪ Mail (e.g., Word-formatted letters)                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.340          | AUTO EMAIL CONTACT TYPES BY STATUS - Ability to automatically generate email notices to contact types by status (e.g., owner and applicant for permit approval, developer when permit status is temporary certificate of occupancy, etc.) |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.341          | FINAL NOTIFICATION - Ability to automatically generate an email notification to the staff assigned to the permit upon a successful completion of any final inspection.                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.342          | NOTIFICATION LETTERS - Ability to generate 30 or 90 day expiration notification letter with a configurable due date for a permit applicant.                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.343          | EMAIL NOTIFICATION LETTERS - Ability to email expiration notification letters.                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.344          | NOTIFICATIONS WITH ATTACHMENTS - Ability for standard notifications/letters/permits, certificates, etc., to print with pre-determined attachments (batch or on-demand).                                                                   |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                       | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.345          | NOTIFICATION QUEUE - Ability to notify via queue when inspections are final approved for certificate of occupancy issuance.                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.346          | BATCH PRINT PERMIT EXPIRATION NOTICES - Ability to print permit expiration notices in batch for mailing 30 days before expiration.                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.347          | LOCK-HOLDS                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.348          | LOCK INDIVIDUAL PERMIT - Ability to lock an individual permit (e.g., no edits allowed until lock lifted)                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.349          | LOCK INDIVIDUAL CONTACT - Ability to lock an individual associated with a permit (e.g., contractor, applicant, engineer, etc.)                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.350          | LIFT LOCK - Allow only authorized users to lift a locked permit.                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.351          | ALERTS                                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.352          | UNLIMITED ALERTS - Ability to place unlimited number of alerts per permit.                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.353          | FLASH ALERTS - Ability to flash alerts by address (e.g., outstanding code enforcement violations).                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.354          | EXPIRED STATE LICENSE - Ability for the system to automatically provide the user an alert when accessing a contractor registration record that has any expired items (e.g., state license, insurance, bonding, etc.). |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.355          | PERMIT STOP WORK NOTICE - Ability to issue a stop work notice for the following items                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.356          | ▪ Fees Due/NSF                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.357          | ▪ Outstanding Code Enforcement Violations (e.g., Illegal Work)                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.358          | ▪ Contractor with Expired Business License                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.359          | ▪ Contractor with Expired State License                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.360          | ▪ Contractor with Expired Insurance                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.361          | PERMIT NOTICE ALERT - Ability to generate a permit notice alert on a property whenever a permit, planning, code or licensing record is opened.                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.362          | FEES DUE ALERT - Provide an alert at Certificate of Occupancy issuance of any fees owed by the developer/owner/contractor.                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.363          | PRINTING                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.364          | AGENCY-DEFINED PERMIT LAYOUT - Ability to create an Agency-defined permit layout with the option to print attachments.                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.365          | PRINT NOTES ON PERMIT - Allow notes from plan review and general application to be flagged to print on the permit.                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.366          | FINAL EDITS - Perform editing prior to printing notices/letters for such items as all fees paid, all permits final, etc..                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.367          | PRINT CERTIFICATES - Allow Agency to define type of certificate to print (e.g., Certificate of Completion vs. Certificate of Occupancy).                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.368          | PRINT AND ATTACH - Ability to simultaneously print and attach a document to a permit record.                                                                                                                          |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                 | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.369          | REPORTING                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.370          | SEARCH FUNCTIONS - Allow for search and retrieval of a permit or application data using any combination of:                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.371          | ▪ Job Address                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.372          | ▪ Parcel number                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.373          | ▪ Lot number                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.374          | ▪ Associated names (applicant, property owner, contractor, architect)                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.375          | ▪ Associated mailing addresses (applicant, property owner, contractor, architect)                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.376          | ▪ Associated phone numbers (applicant, property owner, contractor, architect)                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.377          | ▪ Contractor license no.                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.378          | ▪ Contractor business license no.                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.379          | ▪ Type of application                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.380          | ▪ Receipt No.                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.381          | ▪ Application date                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.382          | ▪ Permit issuance date                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.383          | ▪ Application status                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.384          | ▪ Responsible department                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.385          | ▪ Various Wild Card search                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.386          | ▪ Partial word searches (including user defined fields)                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.387          | ▪ Ability to search by owner name or business common name (e.g., Safeway or ____ Home Owners Association) and see all associated permits.                                                       |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.388          | ▪ New Construction                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.389          | ▪ Demolition                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.390          | ▪ Finaled Date (for Finaled Permits)                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.391          | HISTORY - Ability to show all permit history by address when entering application information.                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.392          | PERMIT STATUS BY CONTRACTOR - Ability to inquiry on all open permits for a specific contractor(s) and view status and expiration dates                                                          |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.393          | COMBINATION PERMITS - Ability to separately report on permit type and sub type for permits issued in combination permits (e.g., signs, plumbing, building, electrical, mechanical, pools, etc.) |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.394          | USER DASHBOARD - Provide a user specific dashboard with statistics and assignments.                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.395          | STATISTICAL REPORTS - Statistical reports of permits issued by a Agency-defined date range.                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.396          | STATISTICAL REPORTS - Statistical reports of the types of applications submitted by Agency-defined date range.                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.397          | STATISTICAL REPORTS - Statistical reports of plan review processing, including numbers of applications processed, average days to process, etc.                                                 |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                                                                                     | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |  |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|--|
|             |                |                                                                                                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.398          | OPEN TRUST/DEPOSIT REPORT - Reports of open bonds/deposits and associated activity.                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.399          | PERMIT EXPIRATION REPORT - Permit expiration reports with option to print letters for expiring permits.                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.400          | PLAN CORRECTION REPORT - Produce a plan correction listing on-demand.                                                                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.401          | PLAN CHECK AGING REPORT - Produce a plan check aging report with in and due dates by reviewer.                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.402          | OPEN INSPECTIONS REPORT - Report that lists all open inspections by <b>Agency-defined</b> date range by assigned inspector.                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.403          | PERMIT FEE REPORT - Provides permit fee reports by daily receipts.                                                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.404          | TIME PERIOD REPORTS - Provide reports by any time period (e.g., specific date to specific date).                                                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.405          | PDF FORMAT - Ability to save reports in PDF, Word, and Excel format.                                                                                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.406          | SUMMARY REPORT - Ability to generate a summary of applied and issued permits per month, comparing current month to same time previous year, year to date permits, and annual totals                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.407          | MONTHLY PERMITS ISSUED REPORT - Ability to generate a detailed list of all permits issued for a user defined timeframe grouped by permit type.                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.408          | REVENUE EXPENSES REPORT - Monthly revenue/expense report (fees minus contract review/inspections costs)                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.409          | DAYS BETWEEN APPLICATION AND PERMIT ISSUANCE - Ability to generate a report on the number of days between permit application and issuance.                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.410          | HOLDING PERIODS BY PARTY - Ability to generate a report on the number of days a permit process has been in the hands of the Agency vs. the applicant (e.g., Agency took X days to review plans and applicant took X days to schedule an inspection after being issued a permit, etc.)                                               |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.411          | ELECTRONICALLY SUBMITTED PLANS - Ability to report on the number of electronically submitted plans.                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.412          | LICENCES REQUIRED BY PERMIT TYPE - Ability to define which contractor state license(s) are required by permit type.                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.413          | INTEGRATION - INTERFACE                                                                                                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.414          | ELECTRONIC PLAN SUBMITTAL - Ability to receive plan submittals electronically through the Agency's website.                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.415          | ELECTRONIC PLAN REVIEW - Capable of online plan review with ability to redline markup plans and add comments.                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Permitting  | 2.416          | INTEGRATION - STATE LICENSES BOARD - Ability to Integrate the Contractor Registration to the State License board in order to automatically check the contractors State license type, license number, and expiration date(s) for their license and insurance. NOTE: Integration should go beyond the State Licenses Board home page. |                    |                 |               |                       |                     |               |          |       |  |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                           | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.417          | <b>INTEGRATION - CASH RECEIPTS</b> - Cash receipts should validate permit number, account number, fees, penalty amounts, and update customer balance.                                                     |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.418          | <b>INTEGRATION- PLANNING</b> - Provide communication of conditions and other pertinent information from planning and zoning projects related to permit property locations.                                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.419          | <b>INTEGRATION - GENERAL LEDGER</b> - The permits application must generate journal entry exports to the general ledger for any invoices generated and revenues received, including all fees and credits. |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.420          | <b>INTEGRATION - PARCEL/ADDRESS MANAGEMENT</b> - Integrate in real time to Parcel/Address Management to retrieve historical information on inspections performed on the parcel or address.                |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.421          | <b>INTEGRATION - PARCEL/ADDRESS MANAGEMENT</b> - The parcel/address management application should provide address, parcel, owner, and zoning information to the permit system.                            |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.422          | <b>INTEGRATION - ESRI ARCGIS Online</b> - Ability to interface to GIS mapping products that support ESRI ArcGIS Online.                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.423          | <b>INTEGRATION - WMTS Server</b> - Ability to integrate to WMTS Server via Rest API.                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Permitting  | 2.424          | <b>INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM</b> - System must integrate with Electronic Document Management System                                                                             |                    |                 |               |                       |                     |               |          |       |

ing RFP Attachments D9-D12 (RES-2021-125 : Land

# Mariposa County - Land Management System Feature Function Requirements

H.5.b

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D-12), if applicable. Each "non-title" row (000) should have only one "1". Blank rows will be scored as Not Available.

## Legend:

|                         |                                                                                                                                                                                |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Standard - Current      | Available in current software release                                                                                                                                          |
| Standard - Next Release | Guaranteed available in next release of software                                                                                                                               |
| Report Writer           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| 3rd-Party Application   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| Custom Modification     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| Not Available           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application                | Feature Number | Feature / Function / Capability                                                                                                                                                    | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|----------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| <b>Inspections</b>         |                |                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| <b>GENERAL INSPECTIONS</b> |                |                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Inspections                | 3.001          | <b>USER-DEFINED FIELDS</b> - Provide for "unlimited" <b>Agency-defined</b> fields based on inspection type. If limited, please explain in comments.                                |                    |                 |               |                       |                     |               |          |
| Inspections                | 3.002          | <b>ATTACHMENTS</b> - Ability to scan and/or attach files to the inspection record (e.g. plan, correction letter, photo, etc.).                                                     |                    |                 |               |                       |                     |               |          |
| Inspections                | 3.003          | <b>UNLIMITED PUNCH LIST</b> - Ability to setup unlimited inspection punch list fields by inspection type.                                                                          |                    |                 |               |                       |                     |               |          |
| Inspections                | 3.004          | <b>ASSOCIATE STANDARD COMMENTS TO INSPECTION TYPE</b> - Ability for standard comments for inspection to be specific to the type of inspection being done.                          |                    |                 |               |                       |                     |               |          |
| Inspections                | 3.005          | <b>INSPECTION SEQUENCES</b> - Allow for the setup of <b>Agency-defined</b> inspections sequences for each application based on the type of work (e.g., foundation before framing). |                    |                 |               |                       |                     |               |          |
| Inspections                | 3.006          | <b>ALTER INSPECTION SEQUENCES</b> - Ability to alter inspection sequences for individual permits as required.                                                                      |                    |                 |               |                       |                     |               |          |
| Inspections                | 3.007          | <b>GENERAL SCHEDULING</b>                                                                                                                                                          |                    |                 |               |                       |                     |               |          |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land



| Application | Feature Number | Feature / Function / Capability                                                                                                                                                      | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Inspections | 3.008          | <b>SCHEDULING - TIME CUTOFF</b> - Ability for system to cut off daily inspection scheduling at "X:XX" time each day.                                                                 |                    |                 |               |                       |                     |               |          |
| Inspections | 3.009          | <b>SCHEDULING - MAX INSPECTIONS CUTOFF</b> - Ability for system to cut off daily inspection scheduling when a maximum number of inspections have been received.                      |                    |                 |               |                       |                     |               |          |
| Inspections | 3.010          | <b>VALIDATE INSPECTION REQUEST</b> - System to check whether an inspection request is valid (e.g., required or previously completed).                                                |                    |                 |               |                       |                     |               |          |
| Inspections | 3.011          | <b>SCHEDULING ERROR CHECKS</b> - Perform <b>Agency-defined</b> error checking (with ability to override) during inspection scheduling to ensure the following:                       |                    |                 |               |                       |                     |               |          |
| Inspections | 3.012          | ▪ Valid contractor license                                                                                                                                                           |                    |                 |               |                       |                     |               |          |
| Inspections | 3.013          | ▪ Inspections are being performed in the proper sequence                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Inspections | 3.014          | ▪ Type of inspection requested is valid for the permit                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Inspections | 3.015          | ▪ All required fees have been paid                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Inspections | 3.016          | ▪ Permit has not expired                                                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Inspections | 3.017          | ▪ Permit has not been placed on hold                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Inspections | 3.018          | <b>INSPECTION SCHEDULING</b>                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Inspections | 3.019          | <b>APPROVALS</b> - Do not allow inspections to be scheduled without proper approvals or completed prerequisites.                                                                     |                    |                 |               |                       |                     |               |          |
| Inspections | 3.020          | <b>FINAL INSPECTION APPROVAL</b> - Ability to disallow final inspection to be scheduled if all other approvals are not completed and fees paid with the ability of a manual override |                    |                 |               |                       |                     |               |          |
| Inspections | 3.021          | <b>APPROVAL FOR INSPECTION OUTSIDE OF BUSINESS HOURS</b> - Ability to require Agency approval for inspection requests that are outside of normal business hours.                     |                    |                 |               |                       |                     |               |          |
| Inspections | 3.022          | <b>ONE HOUR WINDOW</b> - Ability to schedule an inspection into a user-defined time window.                                                                                          |                    |                 |               |                       |                     |               |          |
| Inspections | 3.023          | <b>AM/PM INSPECTION</b> - Ability to automatically schedule inspections for an am or pm time window                                                                                  |                    |                 |               |                       |                     |               |          |
| Inspections | 3.024          | <b>ONLINE INSPECTION REQUESTS</b>                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Inspections | 3.025          | <b>ONLINE INSPECTION REQUESTS</b> - Ability for customers to submit inspection requests online via a customer portal with the following data fields:                                 |                    |                 |               |                       |                     |               |          |
| Inspections | 3.026          | ▪ Permit Number                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Inspections | 3.027          | ▪ Permit Address or Location                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Inspections | 3.028          | ▪ Inspection Type                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Inspections | 3.029          | ▪ Date of Inspection                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Inspections | 3.030          | ▪ Inspection Time of AM or PM                                                                                                                                                        |                    |                 |               |                       |                     |               |          |

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                          | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Inspections | 3.031          | <b>INSPECTIONS BY PERMIT TYPE</b> - Ability to identify which inspection types should be accessible online by permit type.                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Inspections | 3.032          | <b>INSPECTION CONFIRMATION E-MAIL</b> - Generate confirmation e-mail to inspection requestor.                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Inspections | 3.033          | <b>INSPECTION OUTSIDE OF BUSINESS HOURS</b> - Ability for customers to request an inspection that is outside of normal business hours (e.g., after 6pm).                                                                                                 |                    |                 |               |                       |                     |               |          |
| Inspections | 3.034          | <b>ONLINE INSPECTION SCHEDULE CHECK</b> - Allow citizens to view/check their scheduled inspection time window online.                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Inspections | 3.035          | <b>ONLINE INSPECTION STATUS CHECK</b> - Allow citizens to check the status (pass/fail) of an inspection from the Internet in real-time.                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Inspections | 3.036          | <b>ASSIGNMENTS</b>                                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Inspections | 3.037          | <b>CAP DAILY INSPECTIONS BY INSPECTOR</b> - Ability to cap the number of inspections assigned to an inspector for a day.                                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Inspections | 3.038          | <b>INSPECTION UNIT VALUES</b> - Ability to assign unit values to inspections and limit the daily value of inspections an inspector can be assigned.                                                                                                      |                    |                 |               |                       |                     |               |          |
| Inspections | 3.039          | <b>MULTIPLE INSPECTIONS PER LOCATION</b> - Ability to assign lower unit to inspections, if multiple inspections are at the same location.                                                                                                                |                    |                 |               |                       |                     |               |          |
| Inspections | 3.040          | <b>PRE-ASSIGN INSPECTORS TO PERMITS</b> - Ability to pre-assign inspectors to permits by type.                                                                                                                                                           |                    |                 |               |                       |                     |               |          |
| Inspections | 3.041          | <b>SPECIFIC INSPECTOR ASSIGNMENT OVERRIDE</b> - Ability to assign a default inspector for a specific permit that overrides all other inspector assignment rules (e.g., John will be the only inspector performing inspections for this specific permit). |                    |                 |               |                       |                     |               |          |
| Inspections | 3.042          | <b>PRE-ASSIGN BY TYPE</b> - Ability to assign inspections to inspector by type of request (e.g., foundation, plumbing, electrical, etc.)                                                                                                                 |                    |                 |               |                       |                     |               |          |
| Inspections | 3.043          | <b>PRE-ASSIGN INSPECTORS BY LOCATION</b> - Ability to automatically assign inspectors by location (e.g., 3 different inspections in same area should get assigned to the same inspector.)                                                                |                    |                 |               |                       |                     |               |          |
| Inspections | 3.044          | <b>INSPECTORS WORK QUEUE</b> - Ability for inspectors to work from a screen showing only their assigned inspections (i.e., queue).                                                                                                                       |                    |                 |               |                       |                     |               |          |
| Inspections | 3.045          | <b>INSPECTOR CALENDARS</b> - Ability to view a Daily, Weekly, or Monthly calendar for an inspector.                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Inspections | 3.046          | <b>DAILY CALENDAR COMPARISON</b> - Ability to compare the daily calendars for multiple inspectors.                                                                                                                                                       |                    |                 |               |                       |                     |               |          |

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                                                                                                | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |  |
|-------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|--|
|             |                |                                                                                                                                                                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.047          | <b>INSPECTION REASSIGNMENT</b> - Provide a method of automatically reassigning an inspector's scheduled inspections for such situations as an inspector calling in sick, vacation, meetings, etc. NOTE: Should prevent inspections from being assigned to an inspector that is out.                                                            |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.048          | <b>OVERRIDE ASSIGNMENT</b> - Allow specified users to override the automatic assignment.                                                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.049          | <b>OVERDUE ROLLOVER</b> - Ability for inspections assignment to roll-over uncompleted inspections to the next day's schedule with notification to requestor.                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.050          | <b>HOLDS AND NOTIFICATIONS</b>                                                                                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.051          | <b>NOTICE OF VIOLATION</b> - Ability to initiate violations and generate notification letters by type of violation.                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.052          | <b>STOP WORK ORDER</b> - Ability to issue stop work order (e.g., lock parcel, prevent other inspections, prevent new permits to be created on that parcel, etc.) on any open permit.                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.053          | <b>INSPECTION HOLD STATUS</b> - Ability to put project on hold if additional inspection or re-inspection fees are due.                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.054          | <b>UNAPPROVED CONDITIONS TO BLOCK PERMIT ISSUANCE</b> - Ability to set up some types of conditions to be changed to unapproved during project construction to block additional permits from being issued until condition is re-inspected and removed (e.g., job site safety issues, construction sign, fencing, straw rolls requirement, etc.) |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.055          | <b>OVERDUE INSPECTION FLAG</b> - Ability for inspectors queue to flag any inspections not completed in 24 hours.                                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.056          | <b>MULTIPLE INSPECTIONS AT SAME ADDRESS</b> - Ability for the system to notify an inspector of multiple scheduled inspections at the same address.                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.057          | <b>INSPECTION REQUESTOR NOTIFICATIONS</b> - Ability for the system to automatically notify inspection requestors at the end of each day of upcoming inspections by inspection times or time windows.                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.058          | <b>FEES</b>                                                                                                                                                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.059          | <b>INSPECTION HOURLY FEES</b> - Ability to automatically calculate hourly fees for certain inspections.                                                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.060          | <b>INSPECTOR HOURLY RATES</b> - Ability to have different hourly rates for different inspectors                                                                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.061          | <b>AFTER HOURS FEE</b> - The system has the ability to calculate fees for inspections outside of normal business hours.                                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |  |

H.5.b

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                         | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |  |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|--|
|             |                |                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.062          | <b>AUTO FEE BY INSPECTION RESULT STATUS</b> - Ability to automatically assess a fee based on an inspection result status (e.g., failed with fee, not ready with fee, etc.)                                              |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.063          | <b>RE-INSPECTION FEES</b> - Ability to manually apply a discretionary re-inspection fee after X number of inspections of the same type                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.064          | <b>OVERRIDE RE-INSPECTION FEES</b> - Allow <b>Agency-defined</b> re-inspection fees to be overridden by specified users.                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.065          | <b>TIME &amp; MILEAGE TRACKING</b>                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.066          | <b>INSPECTION TIME TRACKING</b> - Ability to track and report the following inspection date and time attributes by inspection and permit.                                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.067          | ▪ Inspection Date                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.068          | ▪ Inspection Start Time                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.069          | ▪ Inspection Stop Time                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.070          | ▪ Inspection Total Time                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.071          | <b>PRE-DEFINED INSPECTION DURATION TIMES</b> - Ability to set pre-defined inspection duration times (e.g., .5 hours) with the ability for an inspector to manually override.                                            |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.072          | <b>MILEAGE TRACKING</b> - Ability to track mileage driven by inspector per inspection or day.                                                                                                                           |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.073          | <b>MOBILE INSPECTIONS</b>                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.074          | <b>SUGGESTED ROUTE</b> - Ability to view a suggested route for inspections.                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.075          | <b>FIELD INSPECTIONS</b> - Ability to add inspections to a list that is retrievable by an inspector already in the field.                                                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.076          | <b>INSPECTION RESULTS COMMENTS / NOTES</b> - Allow unlimited additional inspection notes, free text comments or result comments to be entered during inspection results entry.                                          |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.077          | <b>INSPECTION SCHEDULING</b> - Ability for an inspector to schedule an inspection or reinspection from the field.                                                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.078          | <b>VIEW PERMIT RECORD ATTACHMENTS</b> - Ability to view attachments from the permit record while in the field.                                                                                                          |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.079          | <b>VIEW ELECTRONIC PLANS</b> - Ability to view electronic plans associated with a permit while in the field.                                                                                                            |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.080          | <b>PUNCH LIST - FREE-FORM COMMENTS</b> - Ability to enter unlimited inspector comments (free form punch list).                                                                                                          |                    |                 |               |                       |                     |               |          |       |  |
| Inspections | 3.081          | <b>MOBILE PHOTO / DOCUMENT ATTACHING</b> - Allow inspectors in the field to attach photos and documents to an inspection record in real-time using a laptops or other hand held devices such as smartphones or tablets. |                    |                 |               |                       |                     |               |          |       |  |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                                                    | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| Inspections | 3.082          | <b>MOBILE RESULTING</b> - Allow inspectors in the field to result inspections in real-time using laptops or other hand held devices such as smartphones or tablets (e.g., iPads or Windows based tablets).                                                                                         |                    |                 |               |                       |                     |               |          |
| Inspections | 3.083          | <b>VIEW DETAILED PERMIT INFO</b> - Ability to view detailed permit information from the field for any permit (e.g., Confirm if permit exists for suspicious construction, permit has been issued, inspections have been performed ,etc.) regardless if an inspection was scheduled for the permit. |                    |                 |               |                       |                     |               |          |
| Inspections | 3.084          | <b>OFFLINE MOBILE FUNCTIONALITY</b> - Ability to support "Store-And-Go" functionality by saving transaction data locally when connectivity is lost and synchronizing the data once connectivity is restored.                                                                                       |                    |                 |               |                       |                     |               |          |
| Inspections | 3.085          | <b>PRINTING</b>                                                                                                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |
| Inspections | 3.086          | <b>INSPECTION RESULTS</b> - Ability to print inspection results and comments, on location, using a mobile tablet or laptop to a wireless printer                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Inspections | 3.087          | <b>WIRELESS MOBILE PRINTING - OTHER DOCS</b> - Ability to print notices, letters, and certificate of occupancy documents, etc. on location using a mobile device.                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Inspections | 3.088          | <b>EMAILS</b>                                                                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Inspections | 3.089          | <b>EMAIL INSPECTION RESULTS</b> - Ability to email inspection results and comments containing photos taken during inspection to the permit/project customer point of contact.                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Inspections | 3.090          | <b>FINAL INSPECTION COMPLETED EMAIL</b> - The system has the ability to automatically send an email to all personnel involved with a permit indicating that the final inspection has been completed.                                                                                               |                    |                 |               |                       |                     |               |          |
| Inspections | 3.091          | <b>REPORTING</b>                                                                                                                                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |
| Inspections | 3.092          | <b>INSPECTION TIME</b> - Ability to report on the actual time spent performing inspections.                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Inspections | 3.093          | <b>INSPECTIONS PERFORMED BY DATE RANGE</b> - Ability to report on the type of inspections performed for a <b>Agency-defined</b> date range.                                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Inspections | 3.094          | <b>% OF INSPECTIONS REQUESTED AND RESULTED SAME DAY</b> - Ability to report on the percentage of inspections requested and resulted on the same day.                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Inspections | 3.095          | <b>PASSED/FAILED INSPECTIONS BY PERMIT</b> - Ability to report on all inspections that have passed and failed by permit.                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |
| Inspections | 3.096          | <b>REINSPECTION FEES BY PERMIT</b> - Ability to report on all re-inspection fees by permit.                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Inspections | 3.097          | <b>DAILY INSPECTION REQUEST LOG</b> - Ability to generate a detailed list all inspection requests received for a given day.                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                     | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.098          | STATISTICAL REPORTS - Statistical reports of types of inspections performed by Agency-defined date range.                                                                           |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.099          | STATISTICAL REPORTS - Statistical reports of inspector activity by Agency-defined date range.                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.100          | INTEGRATION                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.101          | INTEGRATION - IVR - Ability to integrate with an interactive voice response system for inspection scheduling, status updates, and payments. Please list IVR partners in comments.   |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.102          | INTEGRATION - PLANNING - Integrate in real time to Planning to schedule inspections and update inspection results to the planning project.                                          |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.103          | INTEGRATION - PERMITTING - Integrate in real time to Permitting to schedule inspections and update inspection results to the permit.                                                |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.104          | INTEGRATION - CODE ENFORCEMENT - Integrate in real time to Code Enforcement to create a case, schedule inspections, and update inspection results for a case.                       |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.105          | INTEGRATION - PARCEL/ADDRESS MANAGEMENT - Integrate in real time to Parcel/Address Management to retrieve historical information on inspections performed on the parcel or address. |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.106          | INTEGRATION - PARCEL/ADDRESS MANAGEMENT - The parcel/address management application should provide address, parcel, owner, and zoning information to the permit system.             |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.107          | INTEGRATION - ESRI ARCGIS Online - Ability to interface to GIS mapping products that support ESRI ArcGIS Online.                                                                    |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.108          | INTEGRATION - WMTS Server - Ability to integrate to WMTS Server via Rest API.                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Inspections | 3.109          | INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - System must integrate with Electronic Document Management System                                                              |                    |                 |               |                       |                     |               |          |       |

Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land



# Mariposa County - Land Management System Feature Function Requirements

H.5.b

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D-12), if applicable. Each "non-title" row (000) should have only one "1". Blank rows will be scored as Not Available.

## Legend:

|                                |                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standard - Current</b>      | Available in current software release                                                                                                                                          |
| <b>Standard - Next Release</b> | Guaranteed available in next release of software                                                                                                                               |
| <b>Report Writer</b>           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| <b>3rd-Party Application</b>   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| <b>Custom Modification</b>     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| <b>Not Available</b>           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application | Feature Number | Feature / Function / Capability | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|

## Code Enforcement

### CASE SETUP AND INTAKE

|                  |       |                                                                                                                                                                                                           |  |  |  |  |  |  |  |
|------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| Code Enforcement | 4.001 | <b>WORKFLOW BY CASE TYPES</b> - Allow user to define case types with Agency-defined sequence of actions, inspections, fees, and due dates for each type.                                                  |  |  |  |  |  |  |  |
| Code Enforcement | 4.002 | <b>Agency-DEFINED FIELDS</b> - Provide for "unlimited" <b>Agency-defined</b> fields by case type. If limited, please explain in comments.                                                                 |  |  |  |  |  |  |  |
| Code Enforcement | 4.003 | <b>CASE STATUS</b> - Ability to define numerous different status codes (i.e., new, pending, resolved, inspecting, etc.) and be able to retrieve and print a report on cases matching a particular status. |  |  |  |  |  |  |  |
| Code Enforcement | 4.004 | <b>COMPLAINT INTAKE FIELDS</b> - Intake complaint form should include:                                                                                                                                    |  |  |  |  |  |  |  |
| Code Enforcement | 4.005 | ▪ Address or location of problem                                                                                                                                                                          |  |  |  |  |  |  |  |
| Code Enforcement | 4.006 | ▪ Description of problem                                                                                                                                                                                  |  |  |  |  |  |  |  |
| Code Enforcement | 4.007 | ▪ Names of party making request                                                                                                                                                                           |  |  |  |  |  |  |  |
| Code Enforcement | 4.008 | ▪ Email of party making complaint                                                                                                                                                                         |  |  |  |  |  |  |  |
| Code Enforcement | 4.009 | ▪ Phone numbers of party making complaint (i.e., home, work, cell)                                                                                                                                        |  |  |  |  |  |  |  |
| Code Enforcement | 4.010 | ▪ Date of complaint                                                                                                                                                                                       |  |  |  |  |  |  |  |
| Code Enforcement | 4.011 | ▪ Case Type Name                                                                                                                                                                                          |  |  |  |  |  |  |  |
| Code Enforcement | 4.012 | ▪ Case Type code                                                                                                                                                                                          |  |  |  |  |  |  |  |
| Code Enforcement | 4.013 | ▪ Relevant Municipal Code Section(s)                                                                                                                                                                      |  |  |  |  |  |  |  |
| Code Enforcement | 4.014 | ▪ Staff that initiated Intake                                                                                                                                                                             |  |  |  |  |  |  |  |
| Code Enforcement | 4.015 | <b>PREVENT DUPLICATES</b> - Ability for system to identify duplicate complaints and prevent a separate case from being opened.                                                                            |  |  |  |  |  |  |  |
| Code Enforcement | 4.016 | <b>CASE MERGING</b> - Ability to merge duplicate cases already created.                                                                                                                                   |  |  |  |  |  |  |  |
| Code Enforcement | 4.017 | <b>CITATION NUMBERS</b> - Ability to track multiple Citation numbers per case.                                                                                                                            |  |  |  |  |  |  |  |
| Code Enforcement | 4.018 | <b>CASE TRACKING</b>                                                                                                                                                                                      |  |  |  |  |  |  |  |
| Code Enforcement | 4.019 | <b>CASE TRACKING</b> - Ability to track code cases by the following fields:                                                                                                                               |  |  |  |  |  |  |  |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application      | Feature Number | Feature / Function / Capability                                                                                                                                                                                         | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
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|                  |                |                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.020          | ▪ Date Investigation began                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.021          | ▪ Violation address                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.022          | ▪ Owner information                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.023          | ▪ Tenant information                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.024          | ▪ Business Management information                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.025          | ▪ Property Owner/Tenant notifications (e.g. Site visit, phone call, second notice)                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.026          | ▪ All Inspections                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.027          | ▪ Date/Time of inspections                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.028          | ▪ Inspectors                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.029          | ▪ Violation(s) corrected (Y/N)                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.030          | ▪ Actions Taken                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.031          | ▪ Date Actions Taken                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.032          | ▪ Comments                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.033          | <b>CASE CONTACTS</b> - Ability to track unlimited number and category of contacts per case (e.g., owners, business owner, tenant, property manager, reporting party, etc.).                                             |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.034          | <b>MULTIPLE SUBTYPES BY TYPE</b> - Ability for a case type to have multiple subtypes.                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.035          | <b>CASE ASSOCIATIONS</b> - Ability to associate multiple complaints to a single case.                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.036          | <b>TRACKING CRITERIA</b> - Provide capability to track case-related events by date, time, status, and code enforcement officer, etc.                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.037          | <b>TRACK CASE UPDATES BY PERSON</b> - Ability to track all case update information by person (e.g., a case could have multiple inspections done by different case officers).                                            |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.038          | <b>AUTO DATES FROM STATUS CHANGE</b> - Ability to configure dates to automatically populate based on status changes (e.g., Changing status to "2nd Notice of Violation" also auto populates Admin Citation Date field). |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.039          | <b>CASE CHRONOLOGY</b> - Ability to track all case chronology through narrative notes and type of action. Note: All narrative notes and actions should be maintained in date/time order (latest on top).                |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.040          | <b>UNLIMITED FREE-FORM NARRATIVE NOTES</b> - Provide ability to enter unlimited, free-form notes per violation.                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.041          | <b>DATE AND TIME STAMP NARRATIVE NOTES</b> - Ability to date and time stamp each set of notes by user.                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.042          | <b>LOCK CASE NOTES AND COMMENTS</b> - Ability to prevent changes to prior case information, including notes and comments.                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.043          | <b>VIOLATIONS</b>                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.044          | <b>VIOLATION TYPES</b> - Ability to track violation types, including, but not limited to:                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.045          | ▪ Illegal camping                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.046          | ▪ Junk & Debris                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.047          | ▪ Marijuana Cultivation                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |

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| Application      | Feature Number | Feature / Function / Capability                                                                                                                                                       | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b                                                                                  |
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|                  |                |                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.048          | ▪ Building - Unpermitted Construction                                                                                                                                                 |                    |                 |               |                       |                     |               |          | Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land |
| Code Enforcement | 4.049          | ▪ Signs and Design Review                                                                                                                                                             |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.050          | ▪ Trash and Solid Waste                                                                                                                                                               |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.051          | ▪ Vacation Rentals Operating without permits                                                                                                                                          |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.052          | ▪ Vacation Rentals Operating outside their permits                                                                                                                                    |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.053          | ▪ Graffiti                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.054          | ▪ Unsafe Structures                                                                                                                                                                   |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.055          | ▪ Substandard Housing                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.056          | ▪ Building Violations - Various                                                                                                                                                       |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.057          | ▪ Encroachment Violations                                                                                                                                                             |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.058          | ▪ Environmental Violations                                                                                                                                                            |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.059          | ▪ Water Quality                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.060          | ▪ Solid Waste                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.061          | <b>VIOLATION TYPES</b> - Allow user to define violation types (vehicle, commercial site maintenance, signage, illegal vendor, overgrown vegetation, trash cans in public view, etc.). |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.062          | <b>AGENCY MUNICIPAL CODE SECTIONS</b> -Ability to apply Agency Municipal Code Sections to violations.                                                                                 |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.063          | <b>CODE SECTIONS BY VIOALTION TYPE</b> - Ability to pre-define/edit/customize and automatically populate code sections by violation type.                                             |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.064          | <b>REQUIRED ACTIONS BY VIOLATION TYPE</b> - Ability to pre-define/edit/customize and automatically populate required actions by violation type.                                       |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.065          | <b>COMMENTS BY VIOLATION TYPES</b> - Ability to set up/edit/customize standard violation comments by violation type.                                                                  |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.066          | <b>MULTIPLE VIOLATIONS PER CASE</b> - Allow multiple violations to be associated with a single case.                                                                                  |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.067          | <b>CASE MANAGEMENT</b>                                                                                                                                                                |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.068          | <b>DUE DATES</b> - Ability for system to fill in due dates by task based upon case type.                                                                                              |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.069          | <b>DUE DATE OVERRIDE</b> - Ability to override system generated default dates (e.g., correction/compliance, inspections, etc.)                                                        |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.070          | <b>RESOLUTION EFFECTIVE DATES</b> - Allow user to define number of days for resolution with effective dates by violation type.                                                        |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.071          | <b>FOLLOW-UP PENDING ACTIONS</b> - Provide automatic follow-up of pending actions based on date due.                                                                                  |                    |                 |               |                       |                     |               |          |                                                                                        |
| Code Enforcement | 4.072          | <b>ACTIONS WITH EFFECTIVE DATES</b> - Allow user to define violation related actions with automatic effective dates which can be manually edited.                                     |                    |                 |               |                       |                     |               |          |                                                                                        |

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|                  |                |                                                                                                                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.073          | <b>STATUS CHANGE BY EFFECTIVE DATES</b> -Ability to automatically change the case status based on effective dates (e.g., violation abatement due date has passed, which sets the case status to 'delinquent', etc.).                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement |                | Map Violations - Ability to map and associate by parcel number                                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.074          | <b>INSPECTIONS</b>                                                                                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.075          | <b>UNLIMITED INSPECTION FREE-FORM TEXT</b> - Allow unlimited free-form text at the inspection level.                                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.076          | <b>FOLLOW-UP INSPECTIONS</b> - Establish <b>Agency-defined</b> follow-up dates based on number of follow-up inspections already completed (e.g., 1st follow-up inspection is 14 days from initial inspection, 2nd follow-up inspection is using calendar dates with ability to change follow-up inspection dates as needed. |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.077          | <b>RE-INSPECTION SCHEDULING</b> - Ability to schedule re-inspections by XX days if case is not in compliance.                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.078          | <b>DAILY INSPECTIONS</b> - Ability to view all outstanding inspections with today's inspection color coded to stand out.                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.079          | <b>CORRESPONDENCE</b>                                                                                                                                                                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.080          | <b>USER DEFINED NOTIFICATIONS</b> - Allow user to define formats for correspondence, notifications, letters, etc., by type of violation (without vendor customization).                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.081          | <b>Agency-DEFINED CORRESPONDENCE/NOTICE FORM LAYOUT</b> -Print notifications on forms created in Microsoft Word or other <b>Agency-defined</b> form layout (e.g., Notices of Violation, door hangers, etc.).                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.082          | <b>MULTIPLE ADDRESS VIOLATION LETTER</b> -Ability to create and print violation letters to both the actual situs address and owner's mailing address if different than the situs address                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.083          | <b>EDITABLE CORRESPONDENCE/NOTICATIONS</b> -Utilizing forms created in Microsoft Word or other <b>Agency-defined</b> form layout, allow user to edit standard forms (e.g. Notices of Violation, correspondence, etc.)                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.084          | <b>PHOTOS IN NOTIFICATIONS</b> - Ability to manually select photos which will be resized and printed in Notifications/Letters.                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.085          | <b>SPELL CHECKING NARRATIVE NOTES</b> -Provide spell checking capabilities for all narrative notes and forms/letter editors.                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.086          | <b>MS WORD</b> - Utilize current versions of Microsoft Word as notice, letter, and citation editor.                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.087          | <b>VIOLATION NOTIFICATIONS</b> - Provide <b>Agency-defined</b> violation notification to multiple responsible parties (e.g., owners, property manager and/or occupants).                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.088          | <b>MULTIPLE VIOLATIONS LETTERS PER PROPERTY</b> -Ability to consolidate multiple violations for the same property into one notification letter.                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |

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|                  |                |                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.089          | <b>PRINT ATTACHMENTS</b> -Ability to manually select from thumbnails of attached photos to be printed in correspondences like violation notices, letters, and citations.                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.090          | <b>ALERTS &amp; NOTIFICATIONS</b>                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.091          | <b>LOCATION ALERTS</b> -Ability to provide on-screen alerts when dealing with certain addresses (e.g., problem property information, hazardous materials on property, dangerous dog, etc.).                 |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.092          | <b>INTAKE FLAG</b> -Ability to flag upon intake, if existing open Code Enforcement case(s) exist.                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.093          | <b>PERMIT HOLD</b> - Place a hold on property to prevent permit issuance without code enforcement case resolution.                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.094          | <b>PROXY NOTIFICATIONS</b> - Ability to notify other user of case actions/follow-up tasks, if assigned officer is on vacation.                                                                              |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.095          | <b>FEES</b>                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.096          | <b>MULTIPLE CITATIONS DIFFERENT FINES</b> -Ability to issue multiple types of citations with different fines for a single case.                                                                             |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.097          | <b>FIXED AND VARIABLE FEES</b> -Ability to set up <b>Agency-defined</b> fixed and variable fees as follows:                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.098          | ▪ Flat fee                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.099          | ▪ Flat fee plus XX% of fine                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.100          | <b>WAIVE FEES &amp; PENALTIES</b> - Ability to waive fees and penalties                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.101          | <b>MOBILE ACCESS</b>                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.102          | <b>MOBILE ACCESS</b> - Ability to use mobile computers in the field with real-time access to the database for code enforcement officers.                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.103          | <b>MOBILE DEVICES</b> - Ability to use the mobile application on iPads.                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.104          | <b>ATTACHMENTS</b> -Ability to attach any file type (Word, Excel, .wav, digital, photo, e-mail, etc.) to a case file, and allow for photos to be attached with a time stamp.                                |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.105          | <b>INSPECTION SCHEDULING</b> - Ability for an inspector to schedule an inspection or re-inspection from the field.                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.106          | <b>OFFLINE MOBILE FUNCTIONALITY</b> -Ability to support "Store-And-Go" functionality by saving transaction data locally when connectivity is lost and synchronizing the data once connectivity is restored. |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.107          | <b>ONLINE WEB ACCESS</b>                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.108          | <b>ONLINE WEB ACCESS</b> - Allow for Citizens to submit violation complaints via Internet                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Code Enforcement | 4.109          | <b>ONLINE WEB ACCESS - ACCESS RIGHTS</b> -Ability to determine which fields the public can view.                                                                                                            |                    |                 |               |                       |                     |               |          |       |

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|                  |                |                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.110          | ONLINE WEB ACCESS - COMPLAINT STATUS -Ability to allow citizens to check the status of their own logged complaint(s) online via a portal from the Agency's website.                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement |                | ONLINE WEB MAPPING OF VIOLATIONS - Allow users interacting mapping while reporting violations.                                                                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.111          | REPORTING AND PRINTING                                                                                                                                                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.112          | CASE SEARCH -Ability to locate a case by case number, case status, violation type, address, owner, parcel number, etc.                                                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.113          | KEYWORD SEARCH -Ability to complete keyword searches against text fields (e.g., search for the word "trampoline")                                                                                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.114          | NAME SEARCH -Provide ability to locate a case by any name associated with the case.                                                                                                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.115          | TRACK HISTORY - Ability to track and report case history, including adjudication and judgment information.                                                                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.116          | HISTORY BY PARCEL AND ADDRESS -Provide history of code violations by parcel and address.                                                                                                                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.117          | DAILY INSPECTION REPORT- Ability to automatically generate a daily listing of inspections for all officers.                                                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.118          | CODE CASES BY TYPES - Ability to report on the number of code enforcement cases by type and Agency-defined period of time.                                                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.119          | CASE INVESTIGATIVE REPORT - Ability to run a standard investigation report (or modify a standard report with Ad Hoc tools) that will include: master case information, complaint description, reporting party information, property information, party-complained-of information, business-complained-of information, revenue, referral information, and all chronological narrative notes. |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.120          | SECURITY                                                                                                                                                                                                                                                                                                                                                                                    |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.121          | SECURITY - Ability to restrict write access to Code Enforcement case by user and group.                                                                                                                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.122          | SECURITY - Ability to restrict read access of complainant information to Code Enforcement Officers.                                                                                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.123          | FIELD LEVEL SECURITY RESTRICTIONS - Ability to restrict specific fields or group of fields to specific users (e.g., social security numbers, driver's license, numbers, birth dates, etc.).                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.124          | INTEGRATION                                                                                                                                                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Code Enforcement | 4.125          | INTEGRATION - PERMITTING - Provide ability to flag parcels with code violations to notify building permits system at permit application entry.                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |  |

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|                  |                |                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.126          | <b>INTEGRATION - PERMITTING</b> - Ability to put permit process on hold if a code violation warrants such action.                                                                         |                    |                 |               |                       |                     |               |          | Bidding RFP Attachments D9-D12 (RES-2021-125 : Land |
| Code Enforcement | 4.127          | <b>INTEGRATION - PLANNING</b> -Ability to put a planning/entitlement project on hold if a code violation warrants such action.                                                            |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.128          | <b>INTEGRATION - MOBILE APPLICATION - ATTACHMENTS</b> -Ability to attach photos during onsite inspections via a mobile application.                                                       |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.129          | <b>INTEGRATION - PARCEL/ADDRESS MANAGEMENT</b> -Integrate in real time to Parcel/Address Management to retrieve historical information on inspections performed on the parcel or address. |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.130          | <b>INTEGRATION - PARCEL/ADDRESS MANAGEMENT</b> -The parcel/address management application should provide address, parcel, owner, and zoning information to the permit system.             |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.131          | <b>INTERGRATION - CRM (various) - Will need to intergrate and/or replace various independent CRM's used by different departments.</b>                                                     |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.132          | <b>INTEGRATION - ESRI ARCGIS Online</b> - Ability to interface to GIS mapping products that support ESRI ArcGIS Online.                                                                   |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.133          | <b>INTEGRATION - WMTS Server</b> - Ability to integrate to WMTS Server via Rest API.                                                                                                      |                    |                 |               |                       |                     |               |          |                                                     |
| Code Enforcement | 4.134          | <b>INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM</b> -System must integrate with Electronic Document Management System                                                              |                    |                 |               |                       |                     |               |          |                                                     |

# Mariposa County - Land Management System Feature Function Requirements

H.5.b

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D-12), if applicable. Each "non-title" row (.000) should have only one "1". Blank rows will be scored as Not Available.

## Legend:

|                                |                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standard - Current</b>      | Available in current software release                                                                                                                                          |
| <b>Standard - Next Release</b> | Guaranteed available in next release of software                                                                                                                               |
| <b>Report Writer</b>           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| <b>3rd-Party Application</b>   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| <b>Custom Modification</b>     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| <b>Not Available</b>           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application | Feature Number | Feature / Function / Capability | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|

## Parcel/Address Management

### GENERAL

**\*Options to consider for this section: County MegaByte System and/or County GIS, County ERP and/or combination with your software option or alternative**

|                    |       |                                                                                                                                                                                                                    |  |  |  |  |  |  |  |
|--------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| Parcel-Address Mgt | 7.001 | <b>GEOGRAPHIC DATABASE</b> - Provide a geographic database of parcel, occupancy, and land use with <b>"unlimited" Agency-defined</b> fields and attributes.                                                        |  |  |  |  |  |  |  |
| Parcel-Address Mgt | 7.002 | <b>ADDITIONAL PROPERTY ADDRESS INFORMATION</b> - Ability to track additional property address information (e.g., apartment number, suite number, lot number, tract number, etc.)                                   |  |  |  |  |  |  |  |
| Parcel-Address Mgt | 7.003 | <b>NON-ADDRESS LOCATIONS</b> - Ability to setup location identifications for parcels without addresses (vacant lots, intersections, road sections, easements without addresses, HOA lots without addresses, etc.). |  |  |  |  |  |  |  |
| Parcel-Address Mgt | 7.004 | <b>COMMON PARCEL/ADDRESS INFORMATION TO ALL APPLICATIONS</b> - Provide for one table structure to provide parcel/address information across all modules.                                                           |  |  |  |  |  |  |  |
| Parcel-Address Mgt | 7.005 | <b>X-Y COORDINATES BY PARCEL</b> - Provide for the storage of X-Y coordinates by parcel.                                                                                                                           |  |  |  |  |  |  |  |
| Parcel-Address Mgt | 7.006 | <b>LEGAL PARCEL INFORMATION</b> - Provide for the inclusion of legal description for each parcel.                                                                                                                  |  |  |  |  |  |  |  |
| Parcel-Address Mgt | 7.007 | <b>MULTIPLE ADDRESSES PER PARCEL</b> - Provide for multiple addresses per parcel.                                                                                                                                  |  |  |  |  |  |  |  |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application        | Feature Number | Feature / Function / Capability                                                                                                                                                                                         | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |  |
|--------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|--|
|                    |                |                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.008          | ATTACHED PHOTOS, IMAGES, DRAWINGS, DOCUMENTS TO PARCEL - Provide capability to attach photos, images of final plan drawings, documents, etc., to a parcel database record.                                              |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.009          | MULTIPLE PARCELS WITH BOUNDARIES - Provide for the definition of parcels within multiple specific boundaries (i.e., Council Districts, Fire Districts, School District, Flood Plain, Tract, CUP, PD, Spec. Plan, etc.). |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.010          | SITE USE CODES - Ability to setup Site (land) Use Codes.                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.011          | ZONING INFORMATION - Provide for the inclusion of zoning information by parcel.                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.012          | GENERAL PLAN INFORMATION - Ability to include multiple land use designations per parcel.                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.013          | PROPERTY SEARCH REQUIREMENTS - Ability to search properties by parcel ID number, previous parcel number, current owner name, or property address.                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.014          | ADDRESS/PARCEL HISTORY                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.015          | TRACKING OF PARCEL SPLIT OR CONSOLIDATIONS - Facilitate the tracking of split or consolidated parcels with effective dates.                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.016          | PARCEL OWNERSHIP HISTORY - Ability to maintain property ownership history when a parcel is retired.                                                                                                                     |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.017          | ADDRESS GENEALOGY - Ability to maintain genealogy of an address and its history.                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.018          | MAPPING                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.019          | MAP DISPLAY - Ability to select and display parcel data on a map. Provide capability to do spatial updates and analysis.                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.020          | MAP DISPLAY - Ability to create vicinity notification maps (e.g., 500 ft. buffers) including exportable addressee list to Excel.                                                                                        |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.021          | OWNER/TENANT INFORMATION                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.022          | MULTIPLE CONTACTS PER ADDRESS - Provide for multiple related party contact information per address (e.g., tenant, owner, etc.)                                                                                          |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.023          | HISTORICAL OWNER INFORMATION - Ability to maintain historical ownership information with effective dates.                                                                                                               |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.024          | HISTORICAL TENANT INFORMATION - Ability to maintain historical tenant information with effective dates.                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.025          | LOCK-HOLDS                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |  |
| Parcel-Address Mgt | 7.026          | LOCK PROPERTY - Ability to automatically lock all records associated with a locked property (e.g., address, permits, projects, etc.).                                                                                   |                    |                 |               |                       |                     |               |          |       |  |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application        | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                              | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|--------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|                    |                |                                                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.027          | <b>UNLOCKING PROPERTY AUTO UNLOCKS RELATED RECORDS</b> - Lifting a property lock should automatically lift locks from related records (e.g., permits, projects, etc.)                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.028          | <b>STOP WORK NOTICE</b> - Ability to issue a stop work notice for illegal work linked to the parcel/address.                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.029          | <b>ALERTS</b>                                                                                                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.030          | <b>PROPERTY TYPE ALERTS</b> - Ability for system to alert users that a property is in special zones when viewing property information (e.g., flood plain, liquefaction, high-fire zones, earthquake faults, redevelopment areas, special housing, special plan areas, etc.). |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.031          | <b>NOTE ALERTS</b> - Ability to setup alerts for an address (e.g., confrontational owner, gang related activity, open code case, etc.) that are generated throughout system modules (e.g., code enforcement, permitting, etc.)                                               |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.032          | <b>SECURITY</b>                                                                                                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.033          | <b>ADDRESS SELECTION</b> - Provide capability to force the selection of a valid address and street name from a database to insure consistent data entry.                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.034          | <b>CHANGE ADDRESS ACCESS</b> - Ability to restrict address and parcel number field changes to specific users.                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.035          | <b>CITIZEN ONLINE ACCESS</b>                                                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.036          | <b>PROPERTY SEARCH</b> - Ability for the public to search property information online (e.g., zoning, square footage, etc.).                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.037          | <b>VIEW MAP</b> - Ability for the public to view properties on a map.                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.038          | <b>INTEGRATION - INTERFACE</b>                                                                                                                                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.039          | <b>IMPORT OF COUNTY OR OTHER PARCEL INFORMATION</b> - Provide for the establishment and periodic update of County Assessor's database.                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.040          | <b>CHANGE CONTROL OF IMPORTED PARCEL INFORMATION</b> - Provide a change control process for updates from the County Assessor and maintain this as an audit trail.                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.041          | <b>INTERFACE - PLANNING</b> - Parcel Management should provide address, parcel, owner, zoning information, and other location data to Planning application.                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.042          | <b>INTERFACE - CODE ENFORCEMENT</b> - Parcel Management should provide address, parcel, owner, zoning information, and other location data to Code Enforcement application.                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.043          | <b>INTERFACE - PERMITS</b> - Parcel Management should provide address, parcel, owner, zoning information, and other location data to the Permits application.                                                                                                                |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application        | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                           | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|--------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|                    |                |                                                                                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.044          | INTERFACE - INSPECTIONS - Parcel Management should provide address, parcel, owner, zoning information, and other location data to the inspection application.                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.045          | PARCEL ALERTS TO OTHER MODULES - Ability for customer defined parcel alerts to popup or display in other land management modules (e.g., open code enforcement case, flood zone, environmental sensitive property, deed restrictions, etc.                                 |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.046          | GIS INTEGRATION                                                                                                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.047          | PARCEL/OTHER MODULE INFORMATION FROM MAP - Provides ability to select parcel or group of parcels from GIS map and drill-down to parcel or activity information (e.g., any parcel data elements and other module information such as permits, projects, code cases, etc.). |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.048          | VIEW MASTER RECORD LOCATION INFORMATION ON MAP - Ability to pull up map view of location from application/module master record (e.g., planning project, permit, inspection, code enforcement case, etc.).                                                                 |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.049          | VIEWING ACTIVITY ON MAP - Provide the ability to display locations on the GIS viewer by activity type/status (e.g., permits by status [open/closed, type], planning project, code cases [open/closed, type], work orders [open/closed, type], etc.).                      |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.050          | RADIUS SEARCHES - Ability to perform searches within a radius (e.g., parcels/addresses, work orders or assets within a given area, etc.)                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.051          | LOCATION SEARCHES - Provides ability to search for locations by anything on the map: an address, a location, a name, an intersection, a customer account number, etc.                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.052          | QUERYING DATABASE ATTRIBUTES - Provides ability to print Agency-defined maps showing any queried parcel attributes in database.                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.053          | POSITIONING COORDINATES - Provides location fields to identify the actual locations through the use of Geographical Positioning coordinates and Process Control Location IDs.                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.054          | DISPLAY MAP - Ability to color code activity on map by type of activity (e.g., work order type, permit types, code case types, etc.)                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.055          | DISPLAY MAP - ASSET TYPES - Ability to color code asset types on map.                                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.056          | HEAT MAPS - The system has the ability to generate "heat-maps" on GIS mapping in order to identify areas of large activity volume.                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application        | Feature Number | Feature / Function / Capability                                                                                                                                                                                                            | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|--------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|                    |                |                                                                                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.057          | <b>ROUTES</b> - The system should be able to use GIS to compute inspection routes based on specific information including, but not limited to, using layers in GIS for territories.                                                        |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.058          | <b>BI-DIRECTIONAL INTERFACING</b> - The interface between the GIS and other vendor modules should be bi-directional. The ability to query, view, and interact with location data with a spatial location and display them in a GIS viewer. |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.059          | <b>GIS DATA SYNCHRONIZATION</b> - Provides ability to synchronize any changes from GIS to update related location data from vendor modules.                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.060          | <b>MOBILE APPLICATION</b> - Ability for the mobile application to retrieve GIS information                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.061          | <b>INTEGRATION - ESRI ARCGIS Online</b> - Ability to interface to GIS mapping products that support ESRI ArcGIS Online.                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.062          | <b>INTEGRATION - WMTS Server</b> - Ability to integrate to WMTS Server via Rest API.                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Parcel-Address Mgt | 7.063          | <b>INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM</b> - System must integrate with Electronic Document Management System                                                                                                              |                    |                 |               |                       |                     |               |          |       |

RFP Attachments D9-D12 (RES-2021-125 : Land



# Mariposa County - Land Management System Feature Function Requirements

H.5.b

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D-12), if applicable. Each "non-title" row (000) should have only one "1". Blank rows will be scored as Not Available.

## Legend:

|                                |                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standard - Current</b>      | Available in current software release                                                                                                                                          |
| <b>Standard - Next Release</b> | Guaranteed available in next release of software                                                                                                                               |
| <b>Report Writer</b>           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| <b>3rd-Party Application</b>   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| <b>Custom Modification</b>     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| <b>Not Available</b>           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application | Feature Number | Feature / Function / Capability | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|

## Cashiering

**CASH RECEIPTS GENERAL FEATURES** \*Options to consider for this section:  
Utilization of County ERP and/or combination with your software option or alternative

|            |        |                                                                                                                                                                                                  |  |  |  |  |  |  |  |
|------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| Cashiering | 10.001 | <b>DATETIME TRANSACTION STAMP</b> - Ability to capture the transaction date and time on each transaction.                                                                                        |  |  |  |  |  |  |  |
| Cashiering | 10.002 | <b>USER-DEFINED CASH RECEIPT FIELDS</b> - Ability to create user-defined fields by cash receipt type.                                                                                            |  |  |  |  |  |  |  |
| Cashiering | 10.003 | <b>USER-DEFINED PAYMENT CODES</b> - Ability to create user-defined payment types.                                                                                                                |  |  |  |  |  |  |  |
| Cashiering | 10.004 | <b>SEQUENTIAL TRANSACTION NUMBERING</b> - Ability to set a sequential receipt/transaction number to quickly identify any gaps.                                                                   |  |  |  |  |  |  |  |
| Cashiering | 10.005 | <b>AUDIT TRAIL</b> - Ability to track all cashiering transactions with a permanent audit trail. For internal controls. Example: Void of cash transaction must still show sequentially in record. |  |  |  |  |  |  |  |
| Cashiering | 10.006 | <b>CUSTOMER ALERTS</b>                                                                                                                                                                           |  |  |  |  |  |  |  |
| Cashiering | 10.007 | <b>NSF CHECK MANAGEMENT</b> - Ability to block check acceptance by customer with bad check history.                                                                                              |  |  |  |  |  |  |  |
| Cashiering | 10.008 | <b>PAYMENTS</b>                                                                                                                                                                                  |  |  |  |  |  |  |  |
| Cashiering | 10.009 | <b>OVERPAYMENT ALERT</b> - Ability to automatically alert users of an overpayment prior to payment.                                                                                              |  |  |  |  |  |  |  |
| Cashiering | 10.010 | <b>MIX RECEIPT OF TENDERS</b> - Ability to simultaneously process the following tendering situations: cash, check, credit/debit card, money orders, cashier's checks, ACH, wire transfer, etc.)  |  |  |  |  |  |  |  |

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                        | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |  |
|-------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|--|
|             |                |                                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.011         | <b>CHECK PAYMENT ENDORSEMENT</b> - Provide for the endorsement of checks. Endorsement to include entity name, bank name, bank account number, receipt number, customer account number, date, and time. |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.012         | <b>ADVANCED PAYMENTS</b> - Ability to accept advanced payments that do not have an outstanding receivable (e.g., Developer Deposits or Trust Accounts).                                                |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.013         | <b>REAL-TIME POSTING OF PAYMENTS</b> - Ability for the system to post payments in real-time.                                                                                                           |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.014         | <b>PAYMENT - MULTIPLE INVOICES</b> - Ability for a payment to be applied to multiple permits or projects.                                                                                              |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.015         | <b>ONLINE PAYMENTS</b>                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.016         | <b>ONLINE PAYMENTS</b> - Ability to accept customer credit card payments online.                                                                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.017         | <b>CREDIT CARD PAYMENT CHARGE</b> - Ability to charge a percentage or amount for credit card charges to users utilizing online credit card payments.                                                   |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.018         | <b>RECEIPT GENERATION</b>                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.019         | <b>RECEIPT PRINTING</b> - Provide the ability to print receipt from a PC that is not a cash register.                                                                                                  |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.020         | <b>EMAIL RECEIPTS</b> - Ability to email receipts to the email account associated with the customer account, with the ability to change the email.                                                     |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.021         | <b>PARTIAL CREDIT CARD # ON RECEIPT</b> - Ability to only print a partial credit card number on a receipt.                                                                                             |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.022         | <b>RECEIPT COMMENTS</b> - Ability to print comments on receipts.                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.023         | <b>RECEIPT LAYOUTS BY TRANSACTION TYPE</b> - Ability to define receipt layouts by transaction type.                                                                                                    |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.024         | <b>END OF DAY PROCESSING</b>                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.025         | <b>CASH RECEIPTS JOURNAL</b> - Provide for the ability to print Cash Receipts Journal by cashier and by totals.                                                                                        |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.026         | ▪ Bank account                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.027         | ▪ General Ledger account number                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.028         | ▪ Misc. Receivable type                                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.029         | ▪ Payment type                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.030         | ▪ Customer account                                                                                                                                                                                     |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.031         | ▪ Date                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.032         | ▪ Time                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.033         | ▪ Dollar amount                                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |  |
| Cashiering  | 10.034         | ▪ Description                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |  |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                 | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|-------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|             |                |                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.035         | CASH RECEIPT CORRECTIONS - Ability to correct cash receipts made in error before posting the batch to the general ledger.                                       |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.036         | INQUIRY AND REPORTS                                                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.037         | TRACKING OF TENDER TYPES - Ability to maintain the transaction and the dollar totals by the tender type.                                                        |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.038         | RECEIPT AMOUNTS BY G/L ACCOUNT - Ability to report on daily total receipt amounts by General Ledger account number.                                             |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.039         | CASH RECEIPTS INQUIRY - Allow inquiry of Cash Receipts by each of the following:                                                                                |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.040         | ▪ Customer account number                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.041         | ▪ Name                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.042         | ▪ Address                                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.043         | ▪ General Ledger Account Number                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.044         | ▪ Payment Date                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.045         | ▪ Payment Amount                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.046         | ▪ Payment Type                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.047         | ▪ Invoice Number                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.048         | ▪ Permit or Project Number                                                                                                                                      |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.049         | BALANCING REPORT - Provide for a report at end of day to assist with bank reconciliation and generation of a bank deposit.                                      |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.050         | TRUST ACCOUNTS ACTIVITY REPORT - Ability to run a report to obtain detailed transactions/drawdown of Trust Accounts and Deposits.                               |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.051         | TRUST ACCOUNTS BALANCES REPORT - Ability to run a report to obtain actual balances of Trust Accounts and Deposits.                                              |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.052         | BOND ACTIVITY REPORT - Ability to run a report to obtain bond details (e.g. bond amount, customer information, type of bond, GL account, Expiration Date, etc.) |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.053         | AUDIT TRAIL OF CORRECTED CASH RECEIPTS - Ability to produce a full audit trail of cash-entry error corrections and/or adjustments.                              |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.054         | SECURITY                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.055         | CASH DATA ENTRY DEFAULT OVERRIDES - Ability to override the system-displayed default amount during cash-receipts entry.                                         |                    |                 |               |                       |                     |               |          |       |
| Cashiering  | 10.056         | PAYMENT BATCH APPROVALS - Ability for only authorized users to approve of cashiering batches.                                                                   |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application | Feature Number | Feature / Function / Capability                                                                                                                                                                                                                                         | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
|             |                |                                                                                                                                                                                                                                                                         |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.057         | <b>PCI COMPLIANCE</b> - Application is subject to the payment card information data security standard (PCI-DSS). If not, please describe how payment card transactions are handled and what information is stored to allow reconciliation of payment card transactions. |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.058         | <b>PCI CERTIFICATION</b> - Application has been certified as meeting the Payment Application Data Security Standard (PA-DSS) by a Payment Application Qualified Security Assessor (PA-QSA). If not, please state when the vendor expects certification to be completed. |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.059         | <b>INTEGRATION</b>                                                                                                                                                                                                                                                      |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.060         | <b>INTEGRATION - GENERAL LEDGER</b> - Provide the automatic generation of journal entries to the general ledger, insuring balancing and non-duplicate transaction posting for all cash receipts.                                                                        |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.061         | <b>INTEGRATION - PLANNING</b> - Integrate in real time to Planning for payment processing.                                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.061         | <b>INTEGRATION - Environmental Health</b> - Integrate in real time to <b>Environmental Health</b> for payment processing.                                                                                                                                               |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.062         | <b>INTEGRATION - PERMITTING</b> - Integrate in real time to Permitting for payment processing.                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.063         | <b>INTEGRATION - CODE ENFORCEMENT</b> - Integrate in real time to Code Enforcement for payment processing.                                                                                                                                                              |                    |                 |               |                       |                     |               |          |
| Cashiering  | 10.064         | <b>INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM</b> - System must integrate with Electronic Document Management System                                                                                                                                           |                    |                 |               |                       |                     |               |          |

# Mariposa County - Land Management System Feature Function Requirements

H.5.b

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D-12), if applicable. Each "non-title" row (.000) should have only one "1". Blank rows will be scored as Not Available.

## Legend:

|                                |                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standard - Current</b>      | Available in current software release                                                                                                                                          |
| <b>Standard - Next Release</b> | Guaranteed available in next release of software                                                                                                                               |
| <b>Report Writer</b>           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| <b>3rd-Party Application</b>   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| <b>Custom Modification</b>     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| <b>Not Available</b>           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application | Feature Number | Feature / Function / Capability | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
|-------------|----------------|---------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|

## AD HOC REPORTING

### GENERAL FEATURES

|                  |        |                                                                                                                                                                                                           |  |  |  |  |  |  |  |
|------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| Ad Hoc Reporting | 14.001 | <b>REPORT WRITER PERFORMANCE</b> - Capability to process report writer requests at any time throughout the processing day, without impacting system performance.                                          |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.002 | <b>REPORT WRITER OPERATIONS</b> - Provide the ability to support menu-driven report scheduling options.                                                                                                   |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.003 | <b>REPORT WRITER OPERATIONS</b> - Capability to generate error messages with a description of corrective actions.                                                                                         |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.004 | <b>REPORT WRITER HELP</b> - Capability to support online instructions "help".                                                                                                                             |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.005 | <b>REPORT WRITER DATA DICTIONARY IDENTIFICATION</b> - Capability to reference specific data items by field descriptive name (i.e., data dictionary field names and user-screen field names are the same). |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.006 | <b>WILDCARD SEARCHES</b> - Ability to perform searches by using wildcards or partial information (e.g., searching for accounts, funds, cost centers, projects, etc.)                                      |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.007 | <b>REPORT CONDITIONING OPTIONS</b> - The following report writing capabilities need to include the ability to arithmetically calculate functions:                                                         |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.008 | ▪ Capability to generate reports using "include" and "exclude" statements.                                                                                                                                |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.009 | ▪ Capability to generate reports using "and" and "or" statements                                                                                                                                          |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.010 | ▪ Capability to generate reports using "equal to", "less than", and "greater than" statements.                                                                                                            |  |  |  |  |  |  |  |
| Ad Hoc Reporting | 14.011 | ▪ Capability to use an "if-then-else" sequence within one query.                                                                                                                                          |  |  |  |  |  |  |  |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application      | Feature Number | Feature / Function / Capability                                                                                                                                                                                          | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b                                                                                  |
|------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|----------------------------------------------------------------------------------------|
|                  |                |                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.012         | <b>REPORT FIELD SELECTION OPTIONS</b> - Capability to combine the use of multiple fields from multiple modules' database tables in a single query.                                                                       |                    |                 |               |                       |                     |               |          | Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land |
| Ad Hoc Reporting | 14.013         | <b>REPORT FILE REFRESHING</b> - Capability to store and recall items whose values are derived from other values in the data files.                                                                                       |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.014         | <b>ARITHMETIC FUNCTIONS</b> - Capability to support the use of arithmetic: "addition", "subtraction", "multiplication", and "division" calculations.                                                                     |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.015         | <b>BASIC STATISTICAL FUNCTIONS</b> - Capability to support mean and standard deviations and to build cross tabulations.                                                                                                  |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.016         | <b>PDF FOLDERS</b> - Ability to setup auto save folders by type of report when using a pdf writer tool.                                                                                                                  |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.017         | <b>REPORT FILE SELECTION OPTIONS</b> - Ability to report on any user-defined field.                                                                                                                                      |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.018         | <b>REPORT COLUMN DEFINITION</b> - Capability to support default or special column headings.                                                                                                                              |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.019         | <b>REPORT SELECTION OPTIONS</b> - Capability to query on any element of a transaction history file, including the type of transaction and the process that originated the transaction.                                   |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.020         | <b>REPORT EDIT WORD DEFINITION</b> - Capability to support unique field editing (i.e., currency, symbol, commas, decimal places, etc.) on specific data items.                                                           |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.021         | <b>REPORT SORTING OPTIONS</b> - Capability to support major and minor sort options.                                                                                                                                      |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.022         | <b>REPORT SUBTOTALS</b> - Capability to support subtotal and total options by field.                                                                                                                                     |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.023         | <b>REPORT SORTING AND TOTALING OPTIONS</b> - Capability to choose various sorting options and report totaling options with appropriate subtotaling based on selected sort option.                                        |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.024         | <b>GRAPHS/CHARTS ON REPORTS</b> - Ability to print graphs and charts on reports.                                                                                                                                         |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.025         | <b>MATCHING RECORDS</b> - Capability to support a matching record option for use with multiple files within one query.                                                                                                   |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.026         | <b>REPORT IDENTIFICATIONS</b> - All reports should contain organization name, report title, column heading descriptions, processing date, sequentially numbered pages, and subtotals at each level break as appropriate. |                    |                 |               |                       |                     |               |          |                                                                                        |
| Ad Hoc Reporting | 14.027         | <b>SAVE REPORT SETTINGS</b> - Ability to save report settings as a specific report name attached to a user-defined report menu.                                                                                          |                    |                 |               |                       |                     |               |          |                                                                                        |



| Application      | Feature Number | Feature / Function / Capability                                                                                                                                        | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|                  |                |                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.028         | <b>SAVE REPORT SETTINGS - ACCESS</b> - Ability to indicate which saved reports can only be accessed by certain individuals.                                            |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.029         | <b>ELECTRONICALLY FILE REPORTS</b> - Electronically save reports for subsequent users' access (e.g. on an internal intranet page, user dashboard or report menu, etc.) |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.030         | <b>EMAIL REPORT LINKS</b> - Ability to email report links.                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.031         | <b>REPORT SCHEDULING</b> - Provide report scheduling along with email distribution for recipients.( repeat options of specific days, weeks, weekly, monthly)           |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.032         | <b>REPORT OUTPUT SELECTION</b> - Ability to support user specification of the output media (i.e., printer or screen).                                                  |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.033         | <b>LARGE REPORT TO PRINT WARNING</b> - Ability to warn the user they are about to print a large report (displays number of pages).                                     |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.034         | <b>MICROSOFT EXCEL</b> - Ability to download files to a Microsoft Excel format.                                                                                        |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.035         | <b>PDF FORMAT</b> - Ability to save reports in PDF format.                                                                                                             |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.036         | <b>DISPLAY PRINTER QUEUES PRIOR TO PRINTING</b> - View or print reports, as an option.                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.037         | <b>PRINTING TO "SAVE" REPORTS TO OUTPUT QUEUES</b> - Ability for printed output to be queued to any of the system or network printers.                                 |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.038         | <b>REPORT RETENTION</b> - Ability to save and maintain report specifications for periodic use.                                                                         |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.039         | INTEGRATIONS                                                                                                                                                           |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.040         | <b>INTEGRATION - SQL SERVER REPORTING SERVICES</b> - Ability to integrate SSRS Reporting Services into the Application for documents and statistical reporting needs.  |                    |                 |               |                       |                     |               |          |       |
| Ad Hoc Reporting | 14.041         | <b>INTEGRATION - THIRD PARTY REPORT WRITERS</b> - Ability to integrate with a third-party report writing tools, such as Crystal Reports and Cognos.                    |                    |                 |               |                       |                     |               |          |       |

# Mariposa County- Land Management System Feature Function Requirements

H.5.b

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Attachment D-12), if applicable. Each "non-title" row (.000) should have only one "1". Blank rows will be scored as Not Available.

## Legend:

|                                |                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standard - Current</b>      | Available in current software release                                                                                                                                          |
| <b>Standard - Next Release</b> | Guaranteed available in next release of software                                                                                                                               |
| <b>Report Writer</b>           | Report Writer function through Standard Reports or Ad Hoc Report Writer                                                                                                        |
| <b>3rd-Party Application</b>   | Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.                                                               |
| <b>Custom Modification</b>     | Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote). |
| <b>Not Available</b>           | Not available in current or next release; interfaced/integrated third-party application or through custom modification.                                                        |

| Application           | Feature Number | Feature / Function / Capability                                                                                                                                                  | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|-----------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
| <b>General System</b> |                |                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| <b>GENERAL SYSTEM</b> |                |                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.001         | <b>PERSON/ENTITY</b> - Ability to maintain central person/entity record identification information throughout all modules (e.g., Planning, Permitting, Business Licensing, etc.) |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.002         | <b>MULTI-USER ENVIRONMENTS</b> - Ability to prevent any master file record from being deleted if that record is referenced in any other file.                                    |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.003         | <b>MULTI-USER ENVIRONMENTS</b> - Operate in a multi-user environment so record locking will be required to maintain the integrity of the data.                                   |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.004         | <b>ONLINE TRAINING DOCUMENTATION</b> - Online access to printable training materials and other support documentation.                                                            |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.005         | <b>USER-DEFINED DASHBOARDS</b> - Ability for each user to create or modify existing dashboards.                                                                                  |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.006         | <b>FORWARD/BACKWARD NAVIGATION</b> - Ability to navigate through records or files on a screen in a forward or backward direction.                                                |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.007         | <b>NO. OF RECORDS DISPLAYED</b> - Ability to allow users to change the number of records displayed as a result of a search (e.g., 20, 50, 100, etc.)                             |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.008         | <b>RENAME LABELS</b> - Ability for authorized users to rename field labels.                                                                                                      |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.009         | <b>REQUIRED FIELDS</b> - Ability to designate both standard and user-defined fields as requiring data entry.                                                                     |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.010         | <b>FILE EXPORT FORMATS</b> - Ability to export files using the following file format types:                                                                                      |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.011         | ▪ PDF                                                                                                                                                                            |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security    | 22.012         | ▪ Word                                                                                                                                                                           |                    |                 |               |                       |                     |               |          |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application        | Feature Number | Feature / Function / Capability                                                                                                                                                                                                          | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|--------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|                    |                |                                                                                                                                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.013         | ▪ Excel                                                                                                                                                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.014         | ▪ Comma Delimited Values                                                                                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.015         | <b>MAINTAIN AUDIT TRAILS</b> - Maintain audit trails including changed by, changed date, and record of changes.                                                                                                                          |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.016         | <b>HISTORICAL DATA</b> - Ability to maintain, at a minimum, 10 years of historical transactional data.                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.017         | <b>USER DASHBOARDS</b> - Ability to incorporate real-time individual user dashboard capability to display dynamic charts and graphs.                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.018         | <b>FAVORITES MENU</b> - Ability to assign menu items to a favorites menu.                                                                                                                                                                |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.019         | <b>LIST OF RECENT RECORDS</b> - Ability for a user to see a list of records they recently created/viewed/modified from their dashboard.                                                                                                  |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.020         | <b>ERROR REPORT SUBMISSIONS</b> - Ability to directly submit system generated error reports and messages to vendor software support.                                                                                                     |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.021         | <b>VENDOR SUPPORT ACCESS TO CLIENT</b> - Provide electronic connection. Vendor can connect to computer server for diagnosis and resolution of software problems.                                                                         |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.022         | <b>BATCH PROCESSES</b> - Ability to run specific assigned jobs, by permission, in a batch process.                                                                                                                                       |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.023         | <b>SOFTWARE UPDATES</b> – Ability to apply application software updates and patches. Describe the customer update notification process and the process of applying updated in both an on premise or a hosted/cloud solution environment. |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.024         | <b>MASS UPDATES</b> - Ability to load and run mass additions, updates, deletions and purges in the system.                                                                                                                               |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.025         | <b>MASS UPDATES SYSTEM BACKUP UTILITIES AND PROCESSES</b> - Provide flexible backup utilities enabling the backup of individual items, application databases or the entire system.                                                       |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.026         | <b>VIRTUAL DESKTOP</b> - Ability to work in a VDI (virtual desktop) environment.                                                                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.027         | <b>3RD PARTY INTERFACES</b> - Ability to run and load 3rd party interfaces into the system.(Accela- Envision Connect)                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.028         | <b>EMAIL INTEGRATION</b> - Sending emails from system utilizing standard SMTP protocols.                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
|                    |                | <b>CALENDAR INTEGRATION</b> - Ability to connect with O365 outlook for calendaring inspections, review due dates etc.                                                                                                                    |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.029         | <b>WEB AND MOBILE APPLICATIONS</b> - Web and mobile applications must use mobile responsive design for optimized usability on a variety of screen sizes, including smart-phones, tablets, laptops, and desktops.                         |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application        | Feature Number | Feature / Function / Capability                                                                                                                 | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments | H.5.b |
|--------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|-------|
|                    |                |                                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.030         | SYSTEM SECURITY                                                                                                                                 |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.031         | GENERAL SECURITY FEATURES - Provide access security by:                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.032         | ▪ Application                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.033         | ▪ Field level                                                                                                                                   |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.034         | ▪ Menu item/function within application                                                                                                         |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.035         | PASSWORD ENCRYPTION - Provide password encryption. Please describe your level and implementation of encryption in the comment field.            |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.036         | PASSWORD RECOVERY - Provide users self-password recovery capability.                                                                            |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.037         | SECURITY ACCESS PASSWORD CHANGE - Maintain the date of last password change for each user.                                                      |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.038         | RESTRICT SECURITY ACCESS OF SELECTED TRANSACTIONS - Restrict entry of certain transactions by password.                                         |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.039         | SECURITY ACCESS CONTROL - Assign view only access to specific user profiles.                                                                    |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.040         | DRILL DOWN RESTRICTIONS - Ability to restrict certain users from being able to drill down into specific modules to view (inquire) transactions. |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.041         | PERMISSIONS - Ability to specify read, write, edit and delete permissions.                                                                      |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.042         | RESTRICT SECURITY ACCESS - Restrict users' access to specific screens and to perform certain functional processes (e.g., refunding fees)        |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.043         | REPORT WRITING TOOLS ACCESS - Ability to allow only specific users to access report writing and query tools.                                    |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.044         | UPDATE CONTROLS - Ability to add and update module configurations as outlined in security roles by permission.                                  |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.045         | CREATE SECURITY PROFILE BY COPYING EXISTING PROFILE - Allow creation of new user rights by copying another user's right levels and modifying.   |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.046         | GROUP CREATION/CONTROL – Ability to create groups of users by a role type and to apply/change access rights to groups of users.                 |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.047         | USER/GROUP ACCESS CONTROL – Ability to modify a user's or group of users' log-in access status (e.g., active, inactive, on-hold, etc.)          |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.048         | LOG-OFF USER - INACTIVITY - Ability for the system to automatically log-off a user after a long period of inactivity.                           |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.049         | FORCE USER LOG-OFF - Ability for a system administrator to log-off a user from the system.                                                      |                    |                 |               |                       |                     |               |          |       |
| Gen Sys & Security | 22.050         | SECURE REPORTS - Ability to set up security for reports so only certain reports can be viewed by certain individuals                            |                    |                 |               |                       |                     |               |          |       |

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

| Application        | Feature Number | Feature / Function / Capability                                                                                                                                                                             | Standard - Current | Standard - Next | Report Writer | 3rd-Party Application | Custom Modification | Not Available | Comments |
|--------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------|-----------------------|---------------------|---------------|----------|
|                    |                |                                                                                                                                                                                                             |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security | 22.051         | <b>SINGLE SIGN-ON - ACTIVE DIRECTORY</b> - Support of Single Sign-on and Active Directory.                                                                                                                  |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security | 22.052         | <b>USER AUTHENTICATION</b> - Supports mixed mode authentication - (i.e. if AD integration is enabled, still allow non-AD user accounts to login)                                                            |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security | 22.053         | <b>USER AUTHENTICATION</b> - System provides added layer of security via Two-Factor Authentication (2FA), which requires a user to submit additional authentication along with their username and password. |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security | 22.054         | ▪ 2FA support for U2F authentication                                                                                                                                                                        |                    |                 |               |                       |                     |               |          |
| Gen Sys & Security | 22.055         | ▪ 2FA support for strong tamper-proof solution                                                                                                                                                              |                    |                 |               |                       |                     |               |          |

H.5.b

Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land

## Attachment D.12: Costs

Vendor:

| Cost Categories                         | Total Costs | Explanation/Notes (if necessary) |
|-----------------------------------------|-------------|----------------------------------|
| <b>Project Fees (Schedule 3 and 4)</b>  |             |                                  |
| Professional Services (Schedules 3):    | \$ -        |                                  |
| Other Fees (Schedule 4)                 | \$ -        |                                  |
| <b>Total Cost During Project Period</b> | <b>\$ -</b> |                                  |
| <b>Software Fees (Schedule 2)</b>       |             |                                  |
| Initial Software Fees (Schedule 2)      | \$ -        |                                  |
| Ongoing Software Fees (Schedule 2)      | \$ -        |                                  |
| <b>Total 5 Year Costs</b>               | <b>\$ -</b> |                                  |
| <b>Total Proposed Price</b>             | <b>\$ -</b> |                                  |



## Schedule 2: Software Fees

**Vendor:**

| PRODUCT NAME (Only list software products that would be required in addition to those listed in the IRFP) | FUNCTION | ACCESS LIMITATIONS<br>(CONCURRENT USERS, NAMED USERS, CPU, ENTERPRISE) | QUANTITY PROPOSED | INITIAL COST  | ONGOING COSTS<br>(5 Years) |  |
|-----------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------|-------------------|---------------|----------------------------|--|
|                                                                                                           |          |                                                                        |                   | One-time Cost | Total for 5 Years          |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
|                                                                                                           |          |                                                                        |                   |               |                            |  |
| <b>Total</b>                                                                                              |          |                                                                        | -                 | \$ -          | \$ -                       |  |

### Schedule 3: Professional Service Fees

**Vendor:** 0

| PAYMENT # | PHASE OF PROJECT | DESCRIPTION | MILESTONE / DELIVERABLE    | PAYMENT AMOUNT | RETAINAGE | COMMENTS |
|-----------|------------------|-------------|----------------------------|----------------|-----------|----------|
|           |                  |             | ADD MORE ROWS IF NECESSARY |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
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|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             |                            |                |           |          |
|           |                  |             | Total                      | \$ -           |           |          |

**Vendor:** 0

**Attachment: Land Management and Permitting RFP Attachments D9-D12 (RES-2021-125 : Land Management Software RFP)**

## Community Development Permit Tracking Software Systems and Vendors

### Avolve Software

Products: ProjectDox, Online Application System, and PlansAnywhere

Contact: Bruce Crawford, Director NorCal Northwest Sales

Email: [bcrawford@avolvesoftware.com](mailto:bcrawford@avolvesoftware.com)

Website: [www.avolvesoftware.com](http://www.avolvesoftware.com)

Phone: (415) 272-9435

Data Location: On-premise or cloud options

Company Location: Phoenix, Arizona

Use: Electronic plan check (ProjectDox), online application submittal and payment (OAS), and access to the plans in the field (PlansAnywhere)

Cost: Estimate less than \$200,000 for ProjectDox and OAS with about \$20,000 annually. Fee may depend on community size.

Feedback: ProjectDox is a really good plan review software, but they don't have a separate permit tracking software. OAS allows permit applications and payment to be done online.

### Accela Automation

Products: Accela Building, Accela Planning

Phone: (925) 659-3200

Website: [www.accela.com](http://www.accela.com)

Data Location: Cloud-based or on-premise options

Company Location: San Ramon, California

Use: permit tracking, electronic plan check, mobile inspections, citizen portal

Cost: Not known.

Feedback: Not the most intuitive program, but it worked well. City of Sacramento uses this program.

### Central Square Technologies (formerly SunGard Public Sector)

Products: Public Administration Suite or if you just want permitting and inspections then you will need Community Development 19.3 (aka TRAKiT), eTRAKiT, iTRAKiT, VoiceTRAK

Contact: Todd Enos, Western Region Sales Manager

Phone: (407) 304-3432 office / (530) 228-2302 cell

Email: [Todd.Enos@CentralSquare.com](mailto:Todd.Enos@CentralSquare.com)

Website: [www.centalsquare.com](http://www.centalsquare.com)

Data Location: Cloud-based or on-premise options

Company Location: St. Mary, Florida

Use: online permitting, payment, planning and building permitting, inspections. Does not do electronic plan check but integrates with ProjectDox.

Cost Estimate: \$350,000 one-time setup and configuration plus \$75,000 annually

Feedback: Good program, but poor customer set up and support. We needed to hire consultant to assist with setup and proper configuration.

### **Citizen Serve**

Products: CitizenServe Permitting, Citizen Serve Planning & Building,

Phone: 800 325 9818

Email: [contactus@citizenserve.com](mailto:contactus@citizenserve.com)

Website: [www.citizenserve.com](http://www.citizenserve.com)

Data Location: Cloud-based. May have on-premise option

Company Location: Tempe, Arizona

Use: Online permitting, payment, planning and building permitting and plan review

Cost Estimate: Not known.

### **Granicus**

Products: GovService

Contact: Thomas Raville, Account Manager

Phone: 415.408.7931

Email: [Thomas.Raville@Granicus.com](mailto:Thomas.Raville@Granicus.com)

Website: <https://granicus.com/solution/govservice>

Data Location: Cloud-based

Company Location: Denver, Colorado

Use: Not a building permit-specific program. Highly flexible and customizable program that can be configured to handle online application, payment, permit tracking, inspections and can integrate with electronic plan review software like BlueBeam or ProjectDox.

Cost Estimate: \$75,000 one-time setup and configuration plus \$7,000 annually

**iWorQ**

Products: iWorQ Community Development

Contact: Marty Smith, Regional Account Executive

Phone: office 435.755.5126 | cell 435-760-7838

Email: [msmith@iworq.com](mailto:msmith@iworq.com)

Website: [www.iworq.com](http://www.iworq.com)

Data Location: Cloud-based

Company Location: Logan, Utah

Use: Online permitting, online application, online payment,

Cost Estimate: \$30,000 initial install and configuration then \$25,000 to \$30,000 annually

**OpenGov**

Products: OpenGov PLC (Permitting, Licensing, and Code Enforcement)

Contact: Greg Balter, Enterprise Account Executive - West Coast

Phone: (415) 230-9472

Email: [gbalter@opengov.com](mailto:gbalter@opengov.com)

Website: [www.opengov.com](http://www.opengov.com)

Data Location: Cloud-based

Company Location: Silicon Valley, California

Use: Online building and planning permitting, online application, online payment and mobile and virtual inspections

Cost Estimate: Depends on size of city. For us, the cost was about \$150,000 plus about \$75,000/year.

**CONSULTANTS TO ASSIST WITH ONLINE PERMIT SYSTEM SETUP (if needed):**

CLIENTFIRST Technology Consulting

Contact: David Krout, Managing Partner, CPA (Inactive)

Phone: 951.739.7989 ext. 2100

Email: [dkrout@clientfirstcg.com](mailto:dkrout@clientfirstcg.com)

Website: [www.clientFirstCG.com](http://www.clientFirstCG.com)

Holistic System Integration Solutions

Contact: Angelica Zarco, President

Phone: (760) 861-6532

Email: [azarco@holisticsystemint.com](mailto:azarco@holisticsystemint.com)

Website: [www.holisticsystem-int.com](http://www.holisticsystem-int.com)



TruePoint Solutions

Contact: Don Hunsinger, Customer Service Manager

Phone: 916 259 1293

Email:

Website: [www.truepointsolutions.com/services.shtml](http://www.truepointsolutions.com/services.shtml)

Independent Software Consultant

Contact, Deborah Yacobellis, Systems, Processes and Data Integration Consultant

Phone: 415-595-8586

**Rene LaRoche**

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**From:** MinuteTraq Notifications <NoReply@IQM2.com>  
**Sent:** Thursday, March 4, 2021 3:53 PM  
**To:** Dallin Kimble; Danielle Wardle; Marshall Long; Miles Menetrey; Rene LaRoche; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe  
**Subject:** A new comment has been posted to your Web Portal

The user Ross Wilkinson has posted a comment on [Legislative File 11479: Authorize the Request for Proposals \(RFP\) for a Development Services Land Management Software System](#).

**Comment:** There they go again. After our wonderful and generous Board of Supervisors recently unanimously approved the extravagant, wasteful, purchase of Microsoft 365 for some 380 employees, now Santa Claus is being asked to spend somewhere between \$30,000 and \$500,000 for “land management” software. County employees are currently getting by with some old DOS software but the poor things, so proudly “tech-savvy” as they are, are too embarrassed to be seen in public with such antique contraptions and now stamp their feet threatening to quit for yet another Cadillac at taxpayer expense. The public would do well to send Santa Claus packing to the frigid north where he belongs and a few of the county employees with him where they might be better employed as elves. I hope my fellow taxpayers will demand the county simply use a modern relational database or spreadsheet they can customize for their tracking purposes rather than pay some third party profiteer for whiz bang software. With these absurd numbers, smells to me like someone could be getting some benny for bringing in this sale. Anybody got the civil grand jury phone # handy?

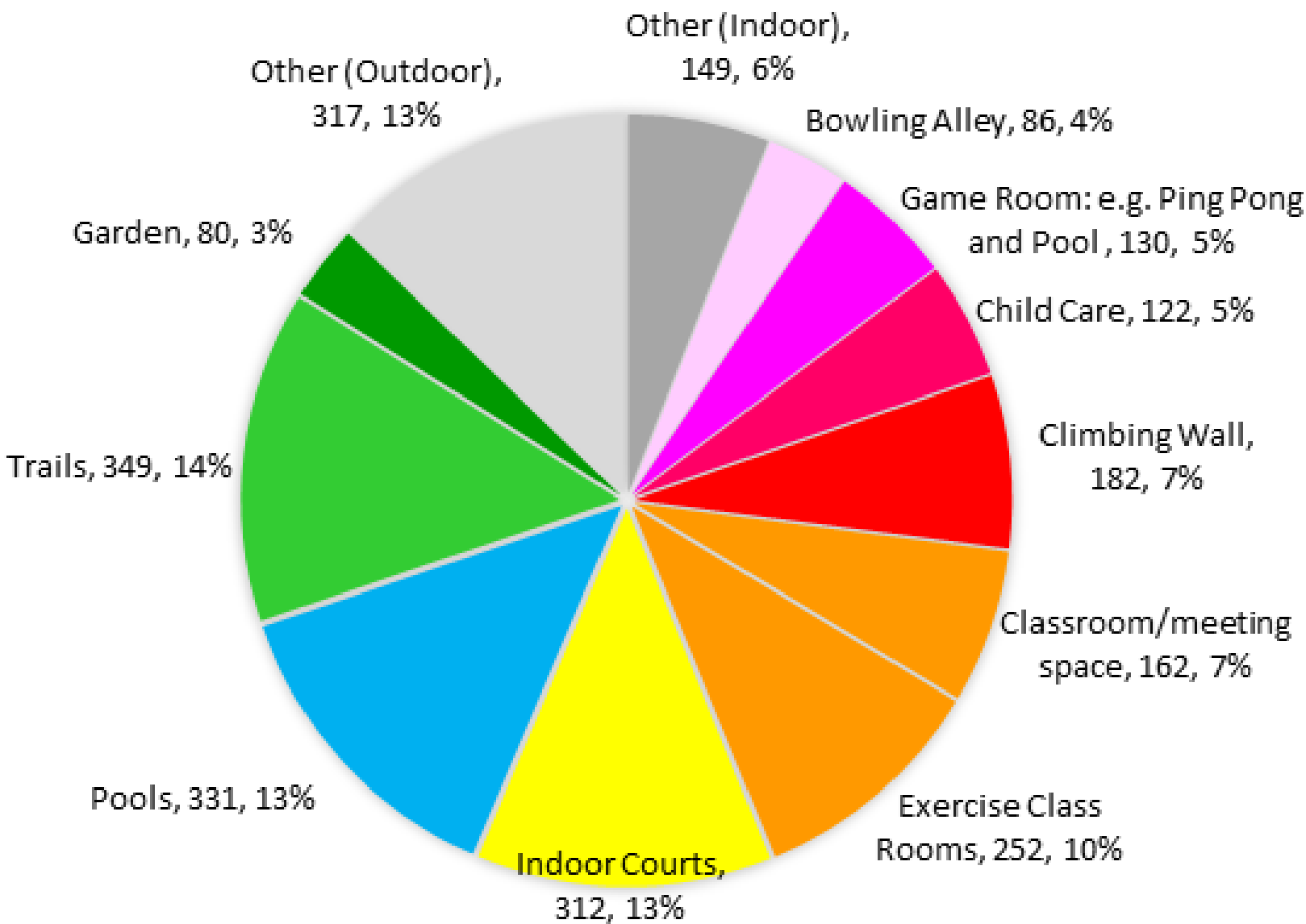
**Link to the Discussion:** [https://MariposaCountyCA.IQM2.com/Citizens/Detail\\_Legifile.aspx?ID=11479](https://MariposaCountyCA.IQM2.com/Citizens/Detail_Legifile.aspx?ID=11479)

Attachment: PUBLIC INPUT - MinuteTraq submission from Ross Wilkinson (RES-2021-125 : Land Management Software RFP)



# A Golden Opportunity for Mariposa County Regional Community Recreation Facility

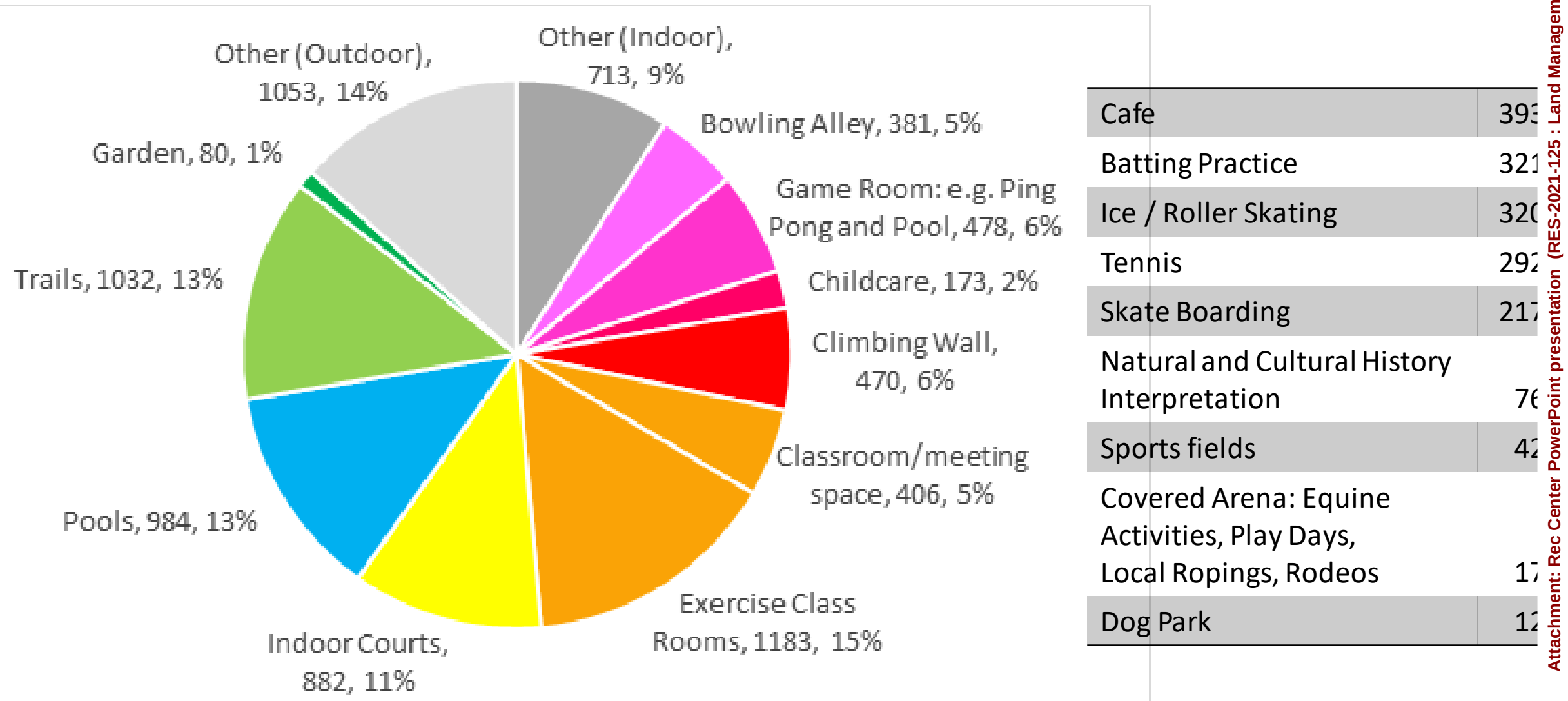
# Proposed project addresses 44% of participant priorities – Visioning Sessions



|                                                                    |     |
|--------------------------------------------------------------------|-----|
| Batting cages                                                      | 100 |
| Cafe                                                               | 84  |
| Outdoor Gathering Space                                            | 70  |
| Ice / Roller Skating Rink                                          | 65  |
| Outdoor Skate Park                                                 | 41  |
| Baseball & Softball Fields                                         | 30  |
| Outdoor Tennis Courts                                              | 35  |
| Covered Arena: Equine Activities, Play Days, Local Ropings, Rodeos | 17  |
| Dog Park                                                           | 12  |

Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management

Proposed project addresses 40% of participant priorities – All Respondents Combined  
42% if café is removed from the “other” category



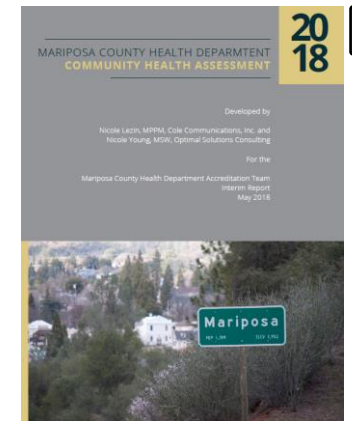
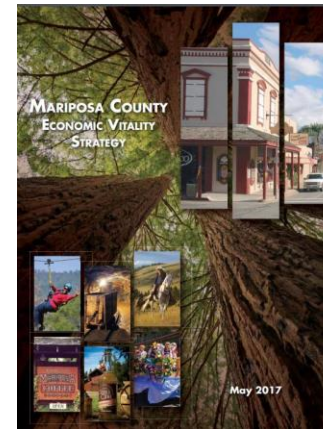
Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management

| Grant                                | Deadline         | Total / Grant | Total Funds Available |
|--------------------------------------|------------------|---------------|-----------------------|
| Statewide Park Program               | March 12, 2021   | \$8.5M        | \$395.3M              |
| Regional Park Program                | November 5, 2021 | \$3.0M        | \$23.1M               |
| Rural Recreation and Tourism Program | November 5, 2021 | \$3.0M        | \$23.1M               |

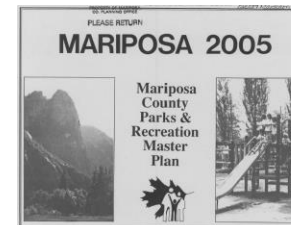
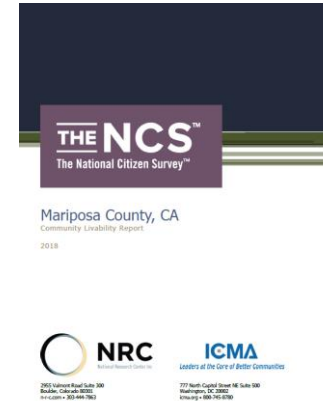


|                            |         |             |                                                                                |
|----------------------------|---------|-------------|--------------------------------------------------------------------------------|
| PHASE 1                    |         |             | H.5.e                                                                          |
| Recreation Center          | 40,000  | square feet | Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management |
| Community Garden           | 800     | square feet |                                                                                |
| Parking Spaces             | 200     | spaces      |                                                                                |
| Parking Square Feet        | 36,000  | square feet |                                                                                |
|                            |         |             |                                                                                |
| Total Square Feet          | 76,800  | square feet |                                                                                |
| Total Acreage              | 1.76    | acres       |                                                                                |
|                            |         |             |                                                                                |
| PHASE 2                    |         |             |                                                                                |
| Gymnasium                  | 15,000  | square feet |                                                                                |
| Parking Spaces             | 75      | spaces      | Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management |
| Parking Square Feet        | 13,500  | square feet |                                                                                |
|                            |         |             |                                                                                |
| Total Square Feet          | 28,500  | square feet |                                                                                |
| Total Acreage              | 0.65    | acres       |                                                                                |
|                            |         |             |                                                                                |
| PHASE 3                    |         |             |                                                                                |
| Aquatic Facility           | 15,000  | square feet |                                                                                |
|                            |         |             |                                                                                |
| Combined Total Square Feet | 120,300 | square feet |                                                                                |
| Combined Total Acreage     | 2.76    | acres       | Packet Pg. 357                                                                 |

# Mariposa WANTS and NEEDS Recreational Opportunities



H.5.e



Packet Pg. 358

Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management

# Mariposa County 2017-18 Community Health Assessment

In the community forums and key informant interviews, Mariposa County residents offered a vision of a healthier Mariposa County. In this improved future, residents would have:

- Improved **access to health care**, with more local options so they would not have to drive long distances or out of the county to obtain quality care.
- The care and tools to be **mentally healthy and resilient**, and better able to avoid or overcome addictions and inpatient hospital stays.
- **More recreational opportunities for people of all ages...**
  - Local **growth in jobs and industries**, without sacrificing the unique feel of Mariposa County.
  - More local **educational opportunities** and career pathways, including adult education.
  - A **younger, bigger population**.
  - **Connections to needed services**, especially for seniors or others who are currently isolated.

# Recreation and Resiliency Master Plan 2021

## Level of Service Calculator

| Facility Type     | General Benchmarks for Facilities / Population (1983 NRPA standards from previous Mariposa Master Plan) | 2020 NRPA Park Metrics for Facilities / Population | Number of Facilities Mariposa NEEDS Per 2020 Metrics (uses adult field metric where a youth and adult metric exists) | Number of Facilities Mariposa HAS | Number of Additional Facilities Needed per 2020 Metrics (to be rounded up) | Notes                                                                                                |
|-------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Recreation center | 1/100,000                                                                                               | 1 per 8,916 residents                              | 2.1                                                                                                                  | 0                                 | 2.1                                                                        | YES. Need a rec center. 88% of survey respondents support & strongly supported building a rec center |

Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management





H.5.e



Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management





H.5.e

Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management





H.5.e

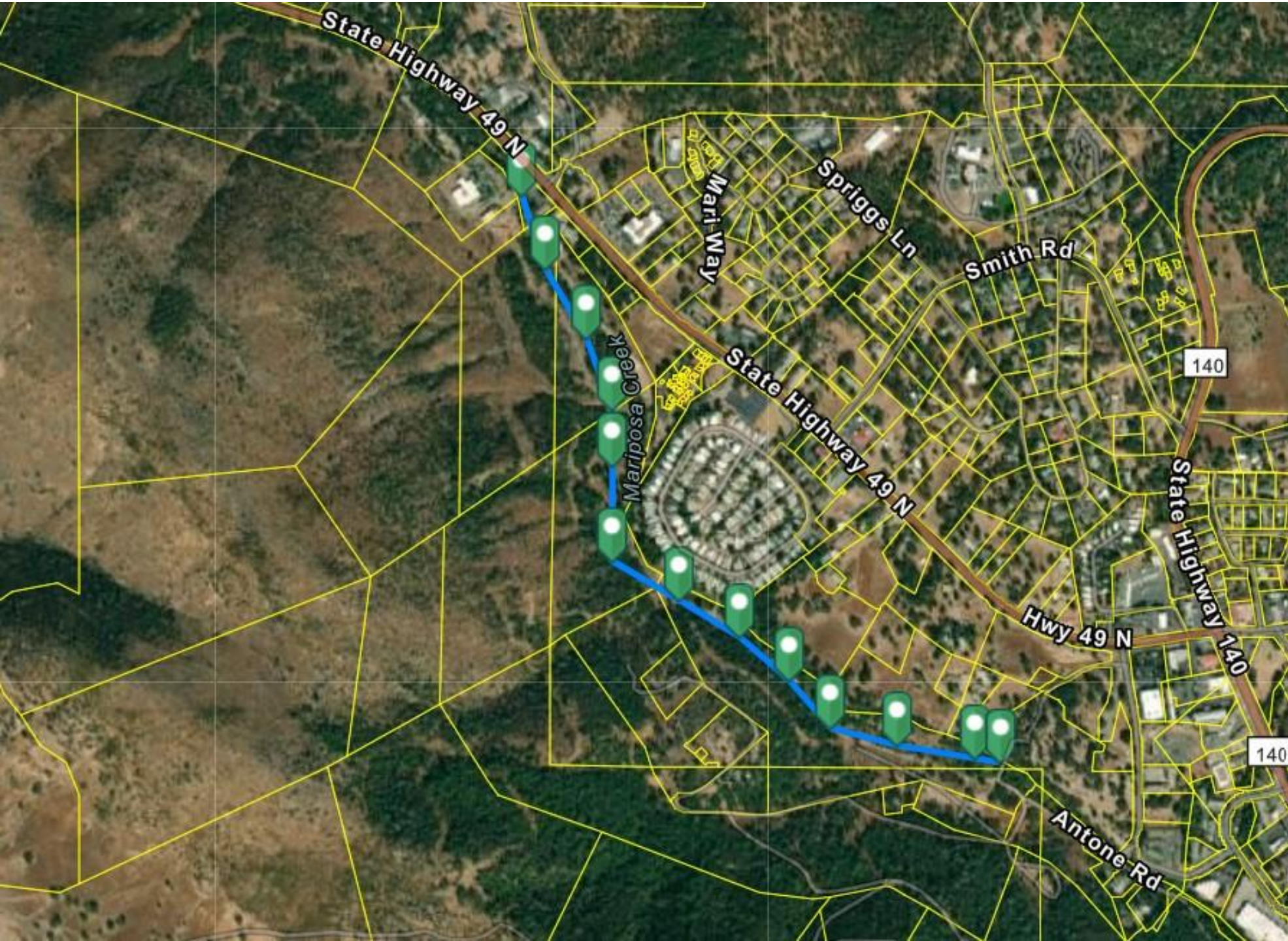


Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management









**\$6 Million Mil**  
Current estimates  
range from \$4M to  
\$8M



# Option 1 Submit Grant Proposal to Develop Recreational Facilities on the Pfremmer Property

| PROJECT COSTS           |                |
|-------------------------|----------------|
| Recreation Center       | \$8.5M         |
| Gymnasium               | \$4.0M         |
| Aquatic Facility        | \$4.5M         |
| Road and Utilities      | \$6.0M         |
| <b>TOTAL</b>            | <b>\$23.0M</b> |
| <b>Mariposa portion</b> | <b>\$14.5M</b> |

| PROS                                                                           | CONS                                                             | H.5.e                                                                          |
|--------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Improved community physical and mental health                                  | County must commit to figuring out the \$6M challenge            | Attachment: Rec Center PowerPoint presentation (RES-2021-125 : Land Management |
| Enhanced employee recruitment and community economic vitality                  | County is committed to Pfremmer parcel for recreation facilities |                                                                                |
| Enhances downtown business economic vitality                                   |                                                                  |                                                                                |
| \$8.5M in grant funding                                                        |                                                                  |                                                                                |
| Pedestrian access                                                              |                                                                  |                                                                                |
| Parcel requires less grading and site prep                                     |                                                                  |                                                                                |
| Field of Dreams parcel can be repurposed for multi-family workforce housing    |                                                                  |                                                                                |
| Revenue from the sale of the Field of Dreams could be applied to utilities     |                                                                  |                                                                                |
| Other development on \$6M Mile is supported by road and utility infrastructure |                                                                  |                                                                                |
| Recreation facilities and housing enhance funding competitiveness              |                                                                  |                                                                                |

## Road and Utility Potential Funding Sources for the Pfremmer Property

H.5.e

Infill and infrastructure grant

USDA grant

HUD grant

Economic Development Administration grant

Affordable Housing Sustainable Communities grant

CDBG grant

Other development projects on the Pfremmer property

SB1 funding

Measure M funding

Sale of Field of Dreams parcel

# Option 2 Submit Grant Proposal to Develop Recreational Facilities on the Field of Dreams

| PROJECT COSTS      |         |
|--------------------|---------|
| Recreation Center  | \$8.5M  |
| Gymnasium          | \$4.0M  |
| Aquatic Facility   | \$4.5M  |
| Road and Utilities | \$1.0M  |
| TOTAL              | \$18.0M |
| Mariposa portion   | \$9.5M  |

| PROS                                                          | CONS                                                                    |
|---------------------------------------------------------------|-------------------------------------------------------------------------|
| Improved community physical and mental health                 | Pedestrian access                                                       |
| Enhanced employee recruitment and community economic vitality | County is committed to Field of Dreams parcel for recreation facilities |
| Enhances downtown business economic vitality                  | Parcel requires significant grading and site prep                       |
| \$8.5M in grant funding                                       |                                                                         |
| Roads and infrastructure less expensive                       |                                                                         |



Option 3  
Do not submit grant  
Pursue other options  
for recreational  
facilities

| PROJECT COSTS           |                |
|-------------------------|----------------|
| Recreation Center       | \$8.5M         |
| Gymnasium               | \$4.0M         |
| Aquatic Facility        | \$4.5M         |
| Road and Utilities      | \$3.0M         |
| <b>TOTAL</b>            | <b>\$20.0M</b> |
| <b>Mariposa portion</b> | <b>\$20.0M</b> |

| PROS                                                               | CONS                                                           |
|--------------------------------------------------------------------|----------------------------------------------------------------|
| Improved community physical and mental health                      | County is responsible for full cost of recreational facilities |
| Enhanced employee recruitment and community economic vitality      | Increases the timeline until completion                        |
| Enhances downtown business economic vitality                       |                                                                |
| More flexibility in terms of where the facilities might be located |                                                                |

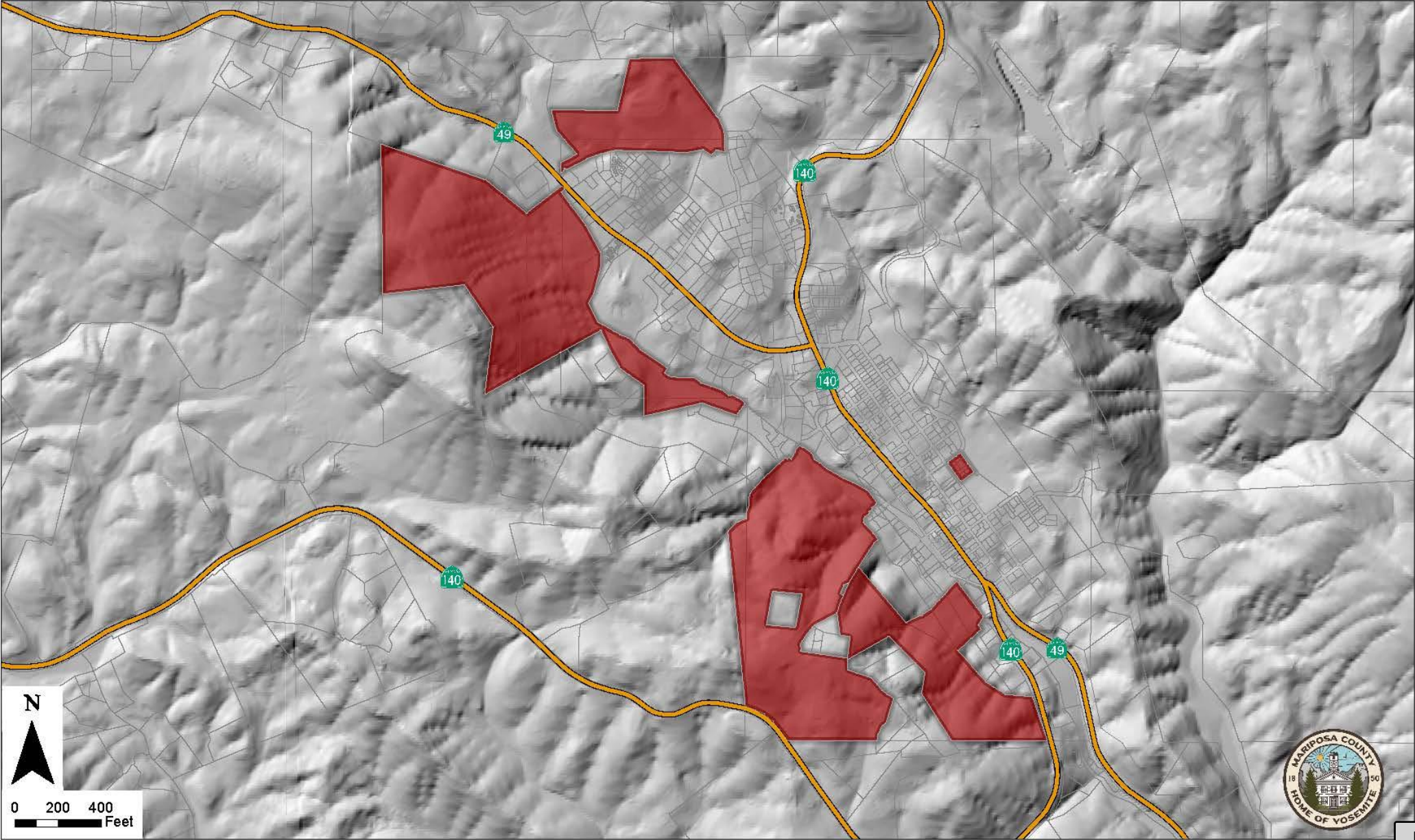
# Option 4

## Do not submit grant and abandon all efforts to develop recreational facilities in Mariposa County

| PROJECT COSTS    |        |
|------------------|--------|
| TOTAL            | \$0.0M |
| Mariposa portion | \$0.0M |

| PROS                                                                        | CONS                                                                                                                         |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Field of Dreams parcel can be repurposed for multi-family workforce housing | Nothing to enhance downtown business economic vitality                                                                       |
|                                                                             | Nothing to enhance community physical and mental health                                                                      |
|                                                                             | Nothing to enhance employee recruitment and community economic vitality                                                      |
|                                                                             | Existing recreation facilities are reaching end of life and require repairs / replacement (all three pools are 63 years old) |

# Community Recreation Facility Sites







Questions?

Photo courtesy of Dave Conway





# MARIPOSA COUNTY

Public Works • 209 966 5356



I.1

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Receive a Presentation from Caltrans on Upcoming Project Activities on HWY 140 and 49

---

**TITLE OF PRESENTATION:**

Receive a Presentation from Caltrans Regarding Project Activities Concerning the Repaving Projects on Highway 140, Highway 49 and the Downtown Mariposa Pedestrian Safety and Lighting Projects.

**BACKGROUND AND HISTORY:**

Caltrans often provides formal information to the Board of Supervisors when construction projects under their control will impact traffic within the County.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not hear the presentation and miss the opportunity to learn about the new projects Cal Trans will be performing.

**ATTACHMENTS:**

**Caltrans Projects Briefing, 9 Mar 2021 (PDF)**

**RESULT: INFORMATION RECEIVED**



## District 10 Executive Staff

**Dennis T. Agar**

District 10 Director

**Marlon Regisford**

Deputy District Director  
Planning, Local Assistance  
and Environmental

**Eric Mather**

Deputy District Director  
Administration

**Arvinder S. Bajwa**

Deputy District Director  
Traffic Operations

**Grace Magsayo**

Deputy District Director  
Program and Project Management  
and Asset Management

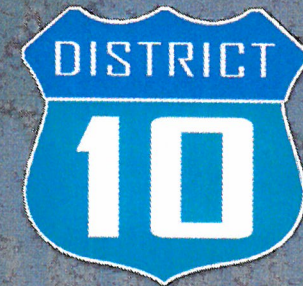
**Mauricio Serrano**

Deputy District Director  
Maintenance



For more information:

<http://www.dot.ca.gov/dist10/>



# Mariposa Co. Briefing Mariposa Projects March 9, 2021



Contact:

**Warren Alford**

Caltrans Public Information Officer

(209) 948-3849



# CALTRANS STATE ROUTE 140/49 PROJECTS

State Route 140 serves traffic within the Mariposa County area and is an interregional highway between the Central Valley and Yosemite National Park, one of California's crown jewels. These projects will help to extend the service life of the roadway, help to foster a sustainable transportation system and enhance safety for motorists, bicyclists and pedestrians.

## Route 140 Ferguson Project (10-0P921)

The Route 140 Ferguson project proposes to permanently restore full access to the section of Route 140 damaged by the Ferguson rockslide. Currently, motorists use a temporary bypass to travel this portion of Route 140. Caltrans is proposing to build a Segmentally Launched Rock Shed—an innovative solution that will reduce the exposure of workers from the potential of another slide while allowing the project to continue. Begin construction is proposed for summer 2022.

## Route 140 Catheys Valley Paving Overlay Project (10-0Y770)

The Route 140 Catheys Valley Paving Overlay project will repair and replace worn-down pavement on the 10-mile stretch from east of Catheys Valley to the north junction of Route 49/ Route 140 in the town of Mariposa. Construction is scheduled to begin in spring 2023.

## Route 140 Slope Repair Project (10-0Y340)

The Route 140 Slope Repair project will provide a more supportive base for the slope that sits roughly 2 miles east of Bull Creek Road near Briceburg. Construction is scheduled to begin in winter 2021.

## Route 140 Midpines-Yosemite Paving Overlay Project (10-0Y780)

The Route 140 Midpines-Yosemite Paving Overlay project will repair and replace deteriorating pavement for approximately 25 miles from the Midpines summit to the Yosemite National Park entrance. Construction is scheduled to begin in spring 2023.

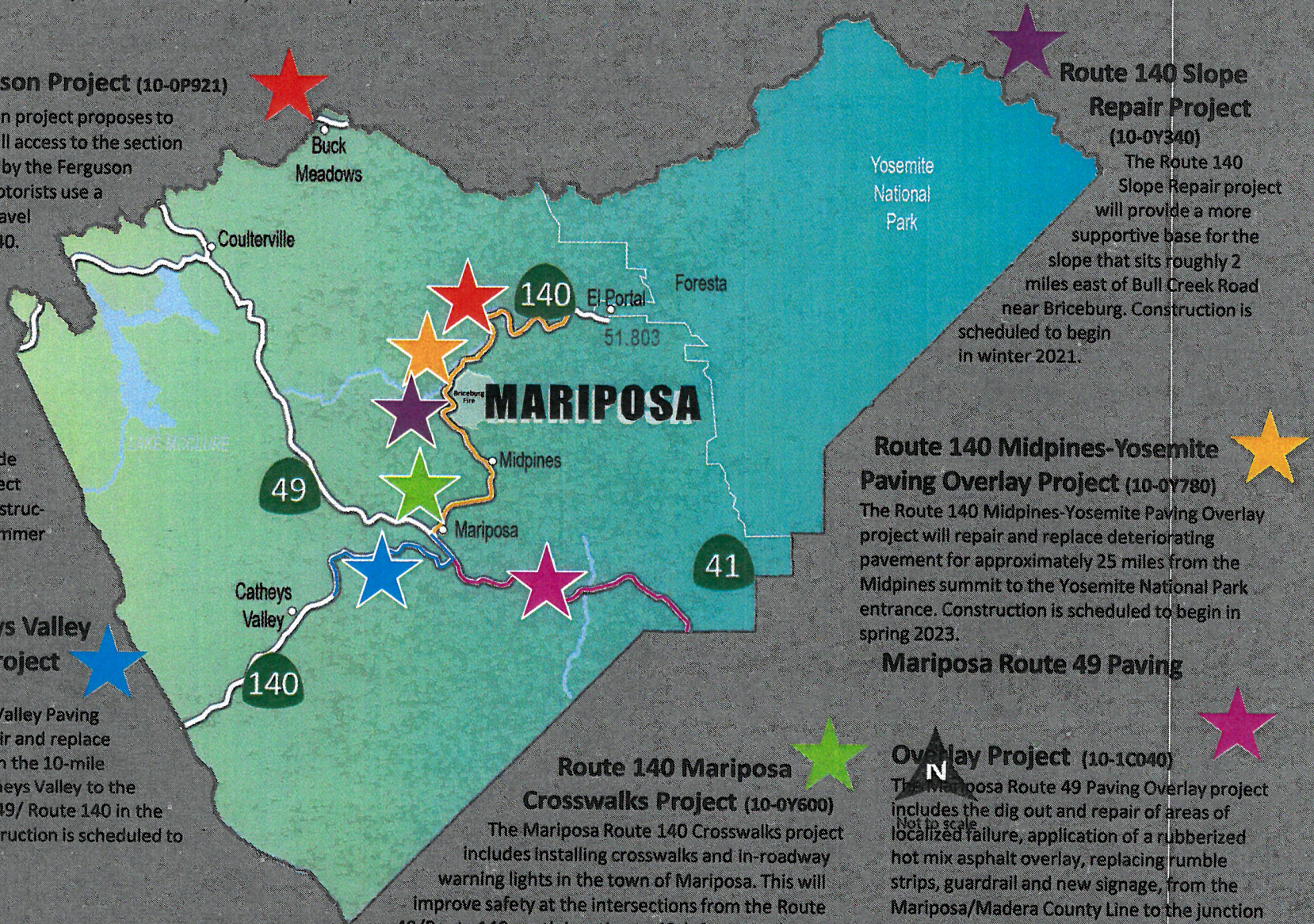
## Mariposa Route 49 Paving

## Overlay Project (10-1C040)

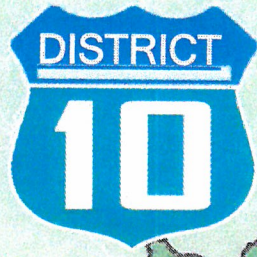
The Mariposa Route 49 Paving Overlay project includes the dig out and repair of areas of localized failure, application of a rubberized hot mix asphalt overlay, replacing rumble strips, guardrail and new signage, from the Mariposa/Madera County Line to the junction of Route 140 in the town of Mariposa. Contract was awarded and construction is scheduled to begin in spring 2021.

## Route 140 Mariposa Crosswalks Project (10-0Y600)

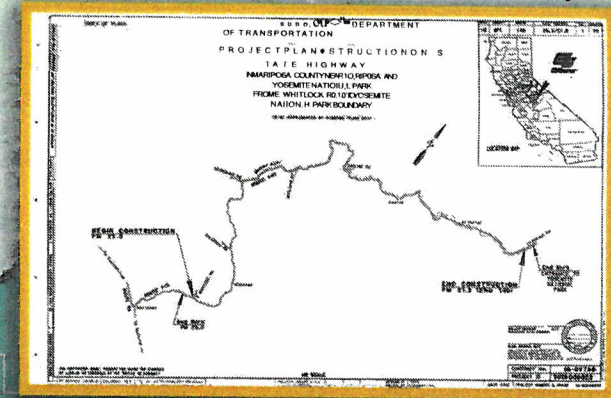
The Mariposa Route 140 Crosswalks project includes installing crosswalks and in-roadway warning lights in the town of Mariposa. This will improve safety at the intersections from the Route 49/Route 140 south junction to 12th Street and enhance pedestrian awareness. Construction is scheduled to begin in late spring 2021.





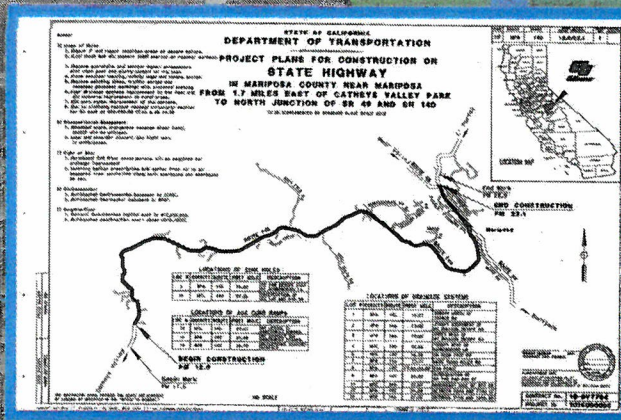


## Route 140 Midpines-Yosemite Paving Overlay Project (10-0Y780)



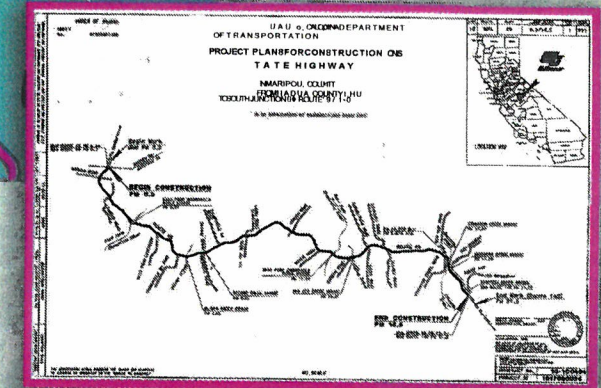
- Dig Out and Repair Areas of Localized Failure
- 0.2' Rubberized Hot Mix Asphalt Overlay
- Replace Rumble Strips
- Upgrade Metal Beam Guardrails
- Construction: spring 2023 to summer 2024

## Route 140 Catheys Valley Paving Overlay Project (10-0Y770)



- Dig Out and Repair Areas of Localized Failure
- 0.2' Rubberized Hot Mix Asphalt Overlay
- Replace Rumble Strips
- Upgrade Metal Beam Guardrails
- Install ADA ramps at seven intersection in Mariposa
- Replace AC Dikes
- Construction: spring 2023 to summer 2024

## Mariposa Route 49 Paving Overlay Project (10-1C040)



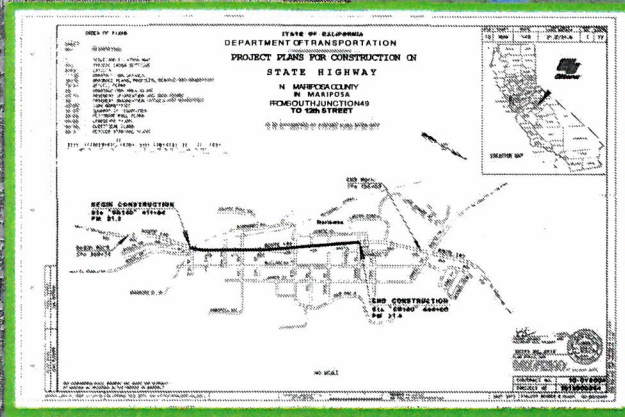
- Dig Out and Repair Areas of Localized Failure
- 0.2' Rubberized Hot Mix Asphalt Overlay
- Replace Rumble Strips
- Upgrade Metal Beam Guardrails
- Install Signs
- Construction: spring 2021 to summer 2023

Not to scale

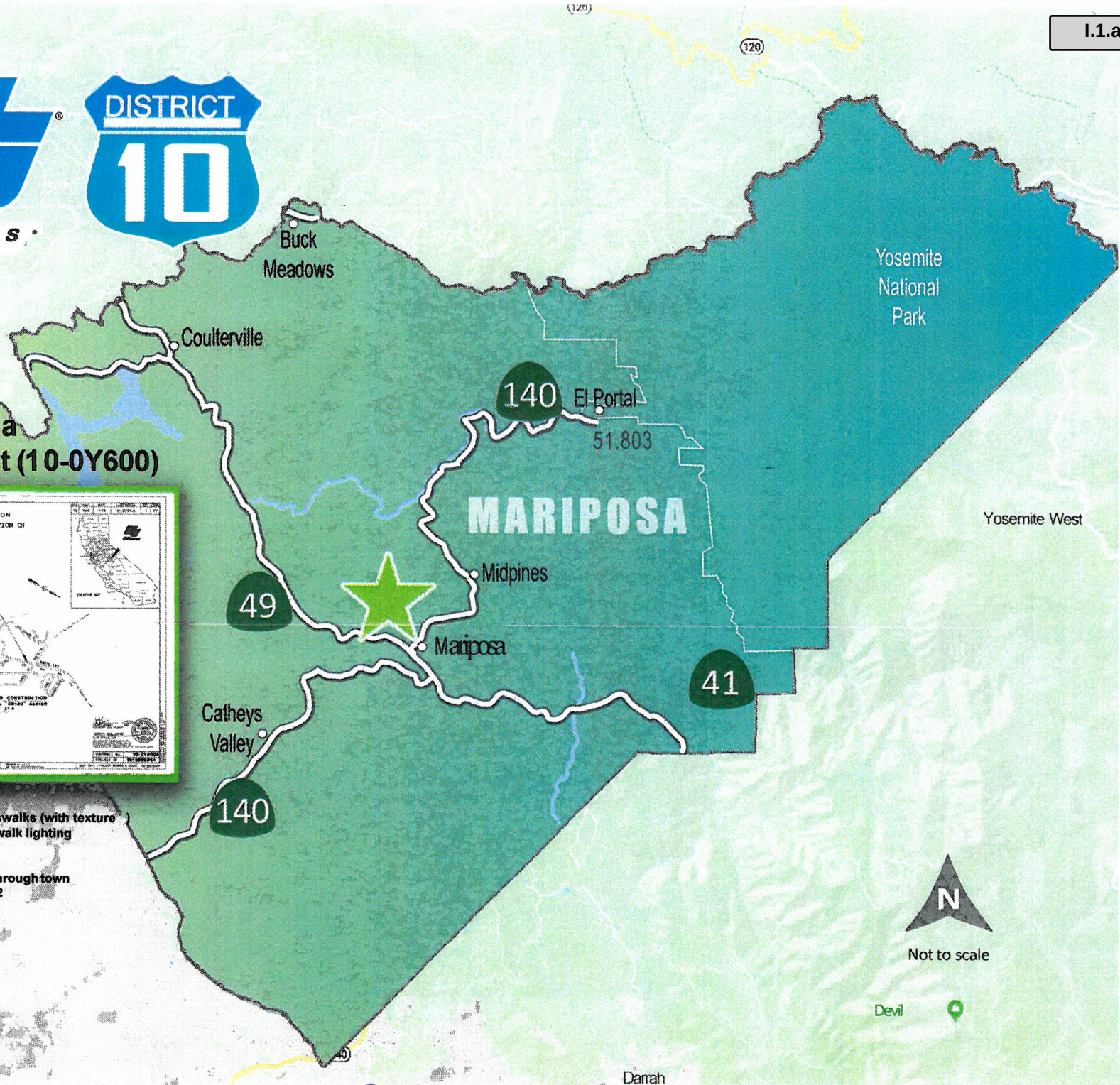




## Route 140 Mariposa Crosswalks Project (10-0Y600)



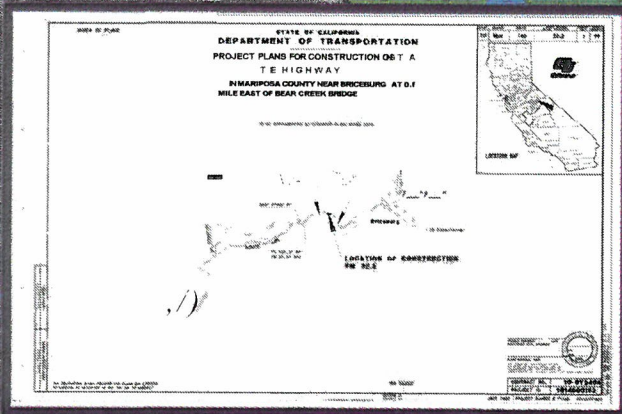
- Install contrast concrete pedestrian crosswalks (with texture)
- Install inground warning lights and crosswalk lighting
- Upgrade ADA ramps
- Upgrade drainage systems
- Upgrade pedestrian pathways/sidewalk through town
- Construction: spring 2021 to summer 2022



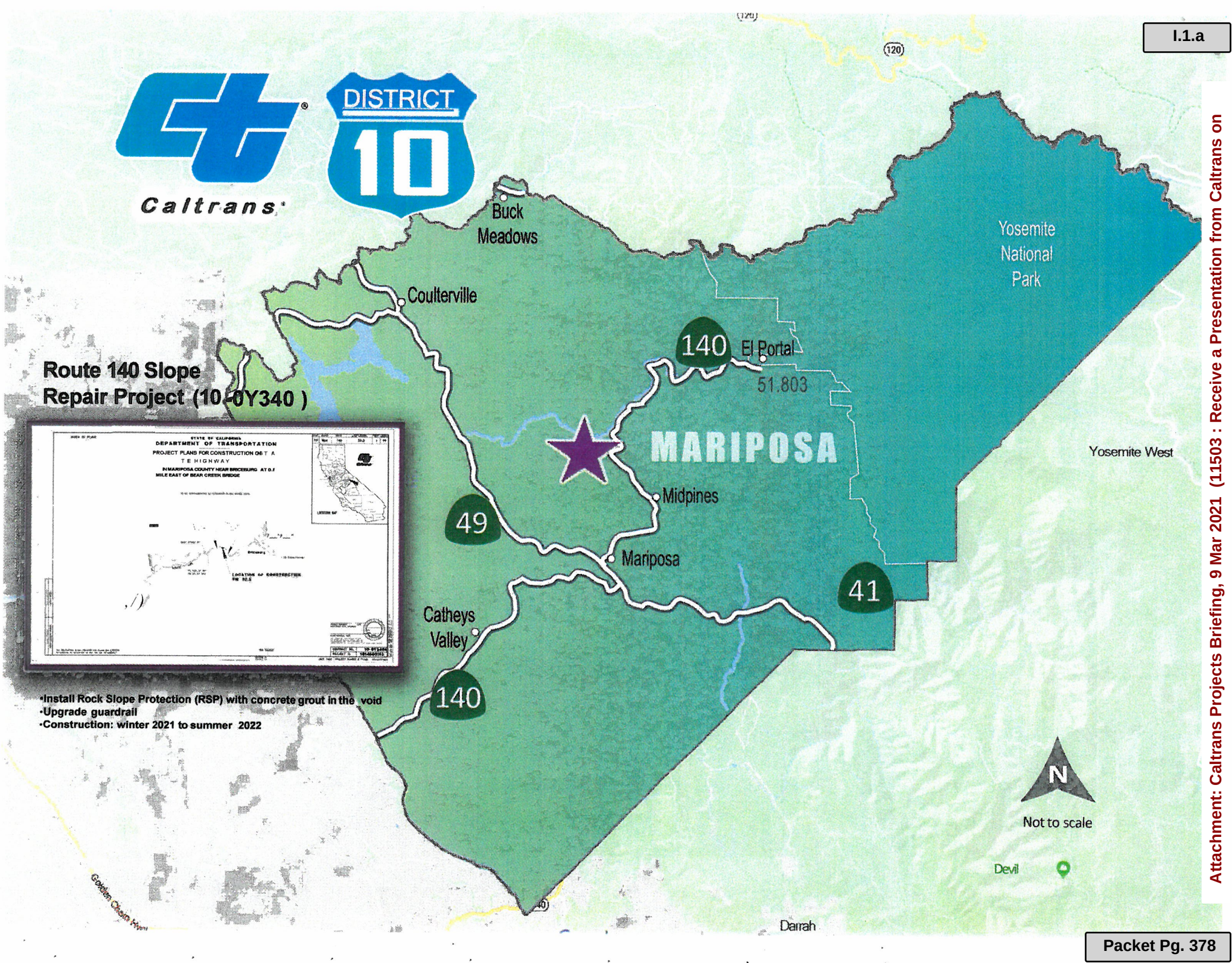




# Route 140 Slope Repair Project (10-0Y340)



- Install Rock Slope Protection (RSP) with concrete grout in the void
- Upgrade guardrail
- Construction: winter 2021 to summer 2022







# MARIPOSA COUNTY

Administration • 966-3222



I.2

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: 2021 Board Goals Discussion

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## RECOMMENDATION AND JUSTIFICATION:

Receive an Update on the Mariposa County Strategic Plan and Identify Priorities for the 2021-2022 Fiscal Year.

Each year, the Board reviews the strategic plan and identifies priorities for the coming year. This input helps staff understand where it should focus resources as the budget process unfolds. This item is an opportunity to consider where the County stands in pursuit of its stated goals and discuss how to move forward in the coming year.

## BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has met annually since 2017 to discuss the strategic direction of the County. These meetings led to the adoption of a strategic plan in 2019 that has been used to direct staff and resources.

Unfortunately, the novel coronavirus pandemic and the unexpected passing of the County's contracted facilitator prevented a strategic planning retreat from occurring in 2020. If possible such a meeting will be scheduled in Fall of 2021, but staff is requesting some direction for the intervening time and budget development process.

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

## ATTACHMENTS:

**2021 Strategic Plan Update Board Presentation (PDF)**

**RESULT: INFORMATION RECEIVED**

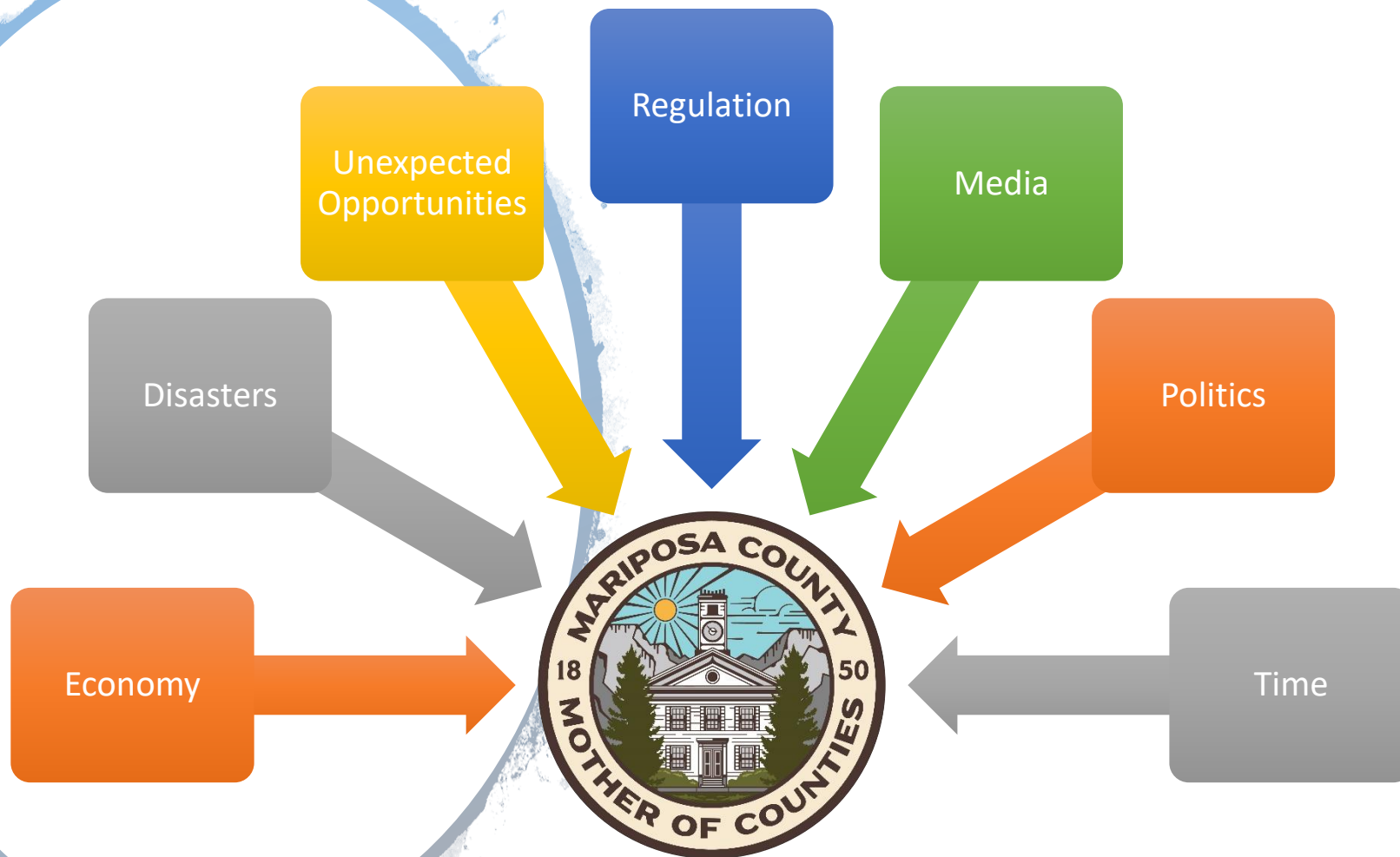


# Strategic Plan 2019-2022





2019-2022  
Strategic Plan Status Update  
March 2, 2021





# Strategic Plan

## Vision

- What do we want to become?
- Are we delivering the right services? How well?

## Values

- How do we make the best decisions for Mariposa?
- How are we going to treat people?

# Vision Statement

*Mariposa County is a thriving, scenic, historic and culturally vibrant rural community where residents, businesses and visitors enjoy opportunity, security, engagement, prosperity and wellness.*



# Mission Statement

*We improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.*

# Shared Community Values

|                       |                                                                                                      |
|-----------------------|------------------------------------------------------------------------------------------------------|
| <i>Collaboration</i>  | Partner with our community and lead in our state.                                                    |
| <i>Integrity</i>      | Do what is moral, ethical, legal, honest, fair, transparent, equitable and humane.                   |
| <i>Sustainability</i> | Meet the needs of the present without compromising future generations.                               |
| <i>Transparency</i>   | Open, accountable and accessible to the public. Help them understand how and why decisions are made. |
| <i>Excellence</i>     | Effective, efficient, equitable and citizen-focused services with a focus on constant improvement.   |

# Focus Areas



Safety



Wellness



Stewardship



Infrastructure



Prosperity

# Safety Objectives

## 1.1 Objective: Maintain and improve emergency preparedness

*Key Indicators: Percent of residents storing emergency supplies, ISO rating, resolved code violations*

| Initiative                                                                          | Lead Agency | Status                                                                                    |
|-------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------------|
| Implement an updated vegetation management plan                                     | County Fire | Completed rewrite of CCWPP                                                                |
| Expand public education on wildfire prevention and emergency preparedness           | County Fire | Ongoing; UCCE efforts include YouTube channel, webinars and prescribed fire demonstration |
| Broaden access to emergency information to include all county areas and populations | Sheriff     | Ongoing; Everbridge software                                                              |
| Improve insurance access and affordability                                          | County Fire | ISO no longer primary indicator                                                           |
| Implement fire code inspection and enforcement                                      | County Fire | MOU with Building for inspections                                                         |
| Expand public preparedness to safely respond to immediate emergencies               | Sheriff     | Ongoing education ef                                                                      |

# Safety Objectives

## 1.2 Objective: Provide a timely response in all areas of the county

*Key Indicators: Average response time, number of volunteers, hours of training attended*

| Initiative                                                            | Lead Agency | Status                                                                                                             |
|-----------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------|
| Double the number of volunteer firefighters                           | County Fire | Reduced from 83 to 65 firefighters to reflect participation; training hours up from 3,715 in 2018 to 5,506 in 2019 |
| Add Amador and Schedule A agreements to complement volunteer response | County Fire | Completed                                                                                                          |
| Expand training for employees and volunteers                          | Sheriff     | Ongoing                                                                                                            |



# Wellness Objectives

## 2.1 Objective: Help individuals and families become self-reliant

*Key Indicators: Classes completed, percent of residents with diploma or equivalent*

| Initiative                                                                                                                                           | Lead Agency             | Status                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------|
| Support technical training and apprenticeships that address career readiness and specialized skill training                                          | Administration          | Supporting MCUSD, Mother Lode Job Training; Project GO                    |
| Partner with adjacent colleges and universities to provide satellite college classes and distance learning with emphasis on degrees and certificates | Administration          | Adult education program led by MCUSD; other outreach unsuccessful to date |
| Foster a variety of literacy, cultural diversity and language programs for all residents                                                             | Library                 | Ongoing                                                                   |
| Increase the number of adults who earn a high school diploma or equivalency                                                                          | Health & Human Services | Adult education program led by MCUSD                                      |

# Wellness Objectives

## 2.2 Objective: Promote practices that support positive physical and behavioral health

*Key Indicators: Percent of population using alcohol or tobacco, percent of population (mis)using drugs*

| Initiative                                                                                                               | Lead Agency             | Status                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Develop an outreach and education plan to reduce exposure of children and youth to substance abuse and domestic violence | Health & Human Services | Contracted with Mariposa Safe Families for child abuse prevention                                                               |
| Ensure year-round access to fresh food, such as summer meal programs and greater EBT acceptance                          | Health & Human Services | More than 100% increase in CalFresh applications processed; health educator booth at Farmer's Market with \$5 vouchers for kids |

# Wellness Objectives

## 2.3 Objective: Improve access to care

*Key Indicators: Number of out-of-county transit trips for care, number of patients treated at County clinics*

| Initiative                                                                     | Lead Agency             | Status                                         |
|--------------------------------------------------------------------------------|-------------------------|------------------------------------------------|
| Improve accessibility to the hospital from Highways 49 & 140                   | Public Works            | Pending Field of Dreams and hospital decisions |
| Increase the availability and promotion of transit and ride share services     | Health & Human Services | Delayed due to pandemic                        |
| Develop a plan to increase availability and adoption of mobile service options | Health & Human Services | Telehealth for behavioral health               |
| Recruit and attract medical services                                           | Health & Human Services | Additional resources due to pandemic           |

# Stewardship Objectives

## 3.1 Objective: Update systems, policies and procedures

*Key Indicators: Personnel as a percentage of budget expenditures, number of personnel, intranet use*

| Initiative                                                                                                                                   | Lead Agency        | Status                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------|
| Implement the recommendations of the technical services master plan                                                                          | Administration     | Centralized services; Safety appliance, O365, ERP and Megabyte complete; working on governance |
| Review and optimize business processes and organizational structure                                                                          | Administration     | Parallel with ERP implementation; structure needs more review                                  |
| Support county-wide bulk procurement                                                                                                         | Administration     | Pending ERP implementation and purchasing policy                                               |
| Review and update ordinances, policies and procedures to include requirements for timely updates, internal controls and efficient workflows. | Clerk of the Board | Ongoing                                                                                        |

# Stewardship Objectives

## 3.2 Objective: Communicate well with employees and community stakeholders

*Key Indicators: Resident survey results, employee survey results*

| Initiative                                                                                                                                                                                                 | Lead Agency    | Status                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------|
| Develop proactive internal and external communication processes and methods to effectively inform employees, the public and the press of County events, processes, decisions, service levels and reasoning | Administration | PIO position approved;<br>JIC in progress;<br>Op-eds and staff emails |
| Engage citizens on a regular basis and conduct a citizen survey no less often than triennially                                                                                                             | Administration | Conducted in 2018                                                     |



# Stewardship Objectives

## 3.3 Objective: Effectively manage resources

*Key Indicators: Hours of training attended, percentage of recruitments filled internally, average value of fleet vehicles, dollars of grant funding secured, funding agency feedback*

| Initiative                                                                                     | Lead Agency     | Status                                 |
|------------------------------------------------------------------------------------------------|-----------------|----------------------------------------|
| Expand County professional development opportunities                                           | Human Resources | Supervisor training;<br>CSAC Institute |
| Develop a County Financial Management Plan and associated policies                             | Administration  | Adopted 2020                           |
| Complete an analysis of County facilities, maintenance needs and costs, and future space needs | Administration  | Not yet started                        |

# Stewardship Objectives

## 3.3 Objective: Effectively manage resources

*Key Indicators: Hours of training attended, percentage of recruitments filled internally, average value of fleet vehicles, dollars of grant funding secured, funding agency feedback*

| Initiative                                                    | Lead Agency    | Status                                   |
|---------------------------------------------------------------|----------------|------------------------------------------|
| Develop performance measures for County programs and services | Administration | Pending ERP implementation               |
| Maximize the value of fleet vehicles                          | Public Works   | Pending centralization of fleet          |
| Maximize and responsibly manage grant funding                 | Administration | Supported additional grant writing staff |

# Infrastructure Objectives

## 4.1 Objective: Develop active infrastructure that encourages recreation

*Key Indicators: Miles of publicly accessible sidewalks and trails, number of crosswalks, acres of park space*

| Initiative                                                                  | Lead Agency    | Status                                                                                                    |
|-----------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------|
| Develop the Field of Dreams with a recreation center, trails and park space | Administration | Applying for Pfremmer location                                                                            |
| Increase the number and mileage of publicly accessible trails               | Planning       | Mariposa Creek Parkway awaiting funding<br>Merced River Trail in discussion<br>Master Plan in development |
| Improve the safety of pedestrians by adding sidewalks and crosswalks        | Public Works   | Applied for two grants focused on sidewalks and bike paths; Caltrans crosswalks coming on H. 140          |
| Create more pocket parks throughout the County                              | Public Works   | Considered in Recreation and Resiliency Master Plan                                                       |

# Infrastructure Objectives

## 4.2 Objective: Develop a quality built environment that reflects community character

Key Indicators: *Pavement Conditions Index (PCI)*

| Initiative                                        | Lead Agency    | Status                                                                                          |
|---------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------|
| Improve road quality                              | Public Works   | Completed 99% of disaster repairs, Ben Hur and Chowchilla Mountain Road. Triangle Road pending. |
| Develop a plan for a conveyance from Lake McClure | Administration | Recommended funding for Water Agency                                                            |
| Complete a Capital Improvement Plan (CIP)         | Public Works   | In development with ERP implementation                                                          |

# Infrastructure Objectives

## 4.3 Objective: Prepare for the next generation of technology

*Key Indicators: Number of electric vehicle charging stations*

| Initiative                                                                                                          | Lead Agency    | Status                                                                            |
|---------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------|
| Install electric vehicle charging stations                                                                          | Public Works   | Included in Downtown Renovation project                                           |
| Work with partners in private industry to expand access to cellular service and business-speed broadband countywide | Administration | Discussed with AT&T, Verizon & OES; participating in regional broadband coalition |
| Maximize energy efficiency, including utilizing solar power where possible                                          | Public Works   | Pilot project designed; in process of securing financing                          |



# Prosperity Objectives

## 5.1 Objective: Support business and welcome sustainable growth

*Key Indicators: Number of businesses, number of jobs added*

| Initiative                                                                                                                                | Lead Agency               | Status                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------|
| Update County zoning code to ensure density, character and volume of residential, commercial and industrial zones promote positive growth | Planning                  | In process                                                                                 |
| Facilitate the expansion of the MPUD service area                                                                                         | Administration            | LAFCO study funded in midyear                                                              |
| Establish a local business license to help identify and provide services to local businesses                                              | Administration            | Board elected not to move forward with mandatory license; Voluntary license in development |
| Increase and diversify agriculture production and value-adding opportunities while ensuring sustainable management of natural resources   | Agricultural Commissioner | Ongoing                                                                                    |

# Prosperity Objectives

## 5.2 Objective: Promote Mariposa as a livable, family-friendly community

*Key Indicators: Number of new housing units, median home value, surveyed positive retail percentage, Number of new housing units in town planning areas, number of substandard housing enforcement actions*

| Initiative                                                                                                                         | Lead Agency    | Status                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------|
| Facilitate the development of a range of housing including workforce neighborhoods, multi-family, multi-use and multi-generational | Administration | Received more than 15 grants; partnering with Self-Help on workforce housing |
| Establish programs and policies to improve the quality of housing and eliminate substandard dwelling units                         | Planning       | Updated Housing Element; received grants to improve housing quality          |

# Prosperity Objectives

## 5.2 Objective: Promote Mariposa as a livable, family-friendly community

*Key Indicators: Number of new housing units, median home value, surveyed positive retail percentage, Number of new housing units in town planning areas, number of substandard housing enforcement actions*

| Initiative                                                                | Lead Agency    | Status                                            |
|---------------------------------------------------------------------------|----------------|---------------------------------------------------|
| Expand options and access to County services including garbage collection | Public Works   | Evaluating options for sustainability             |
| Expand options for shopping and dining                                    | Administration | Supporting existing businesses                    |
| Complete the Recreation Master Plan                                       | Public Works   | Recreation and Resiliency Master Plan nearly done |

# Measure M Issues Survey - 2018

# How Important Are These Issues?

| Issue                                                                                       | Extremely Important | Very Important | Somewhat Important | Not Too Important | Don't Know | Extremely / Very Important |
|---------------------------------------------------------------------------------------------|---------------------|----------------|--------------------|-------------------|------------|----------------------------|
| Reducing the threat of wildfires                                                            | 65%                 | 27%            | 6%                 | 2%                | 1%         | 91%                        |
| Maintaining and upgrading fire protection                                                   | 50%                 | 31%            | 14%                | 5%                | 1%         | 81%                        |
| Protecting water quality                                                                    | 45%                 | 34%            | 11%                | 7%                | 3%         | 79%                        |
| Retaining and attracting jobs and businesses                                                | 45%                 | 30%            | 19%                | 4%                | 2%         | 75%                        |
| Preventing and investigating property crimes, like thefts and burglaries                    | 26%                 | 44%            | 21%                | 8%                | 1%         | 70%                        |
| Maintaining and upgrading 9-1-1 emergency response                                          | 33%                 | 34%            | 23%                | 4%                | 6%         | 67%                        |
| Continuing to preserve open space and agricultural land                                     | 38%                 | 26%            | 26%                | 7%                | 2%         | 65%                        |
| Maintaining programs for seniors                                                            | 28%                 | 35%            | 29%                | 6%                | 2%         | 63%                        |
| Maintaining and upgrading law enforcement                                                   | 27%                 | 35%            | 25%                | 12%               | 2%         | 62%                        |
| Supplementing volunteer-only fire protection by hiring professional, full-time firefighters | 29%                 | 32%            | 20%                | 13%               | 6%         | 61%                        |
| Addressing homelessness                                                                     | 26%                 | 33%            | 26%                | 15%               | 1%         | 58%                        |
| Increasing affordable housing                                                               | 28%                 | 25%            | 32%                | 15%               | 1%         | 53%                        |
| Expanding local parks                                                                       | 12%                 | 20%            | 35%                | 30%               | 3%         | 32%                        |



# How Important Are These Issues?

| Issue                                                                         | Extremely Important | Very Important | Somewhat Important | Not Too Important | Don't Know | Extremely / Very Important |
|-------------------------------------------------------------------------------|---------------------|----------------|--------------------|-------------------|------------|----------------------------|
| Maintaining fire protection                                                   | 55%                 | 31%            | 10%                | 3%                | 1%         | 86%                        |
| Repairing damaged streets / roads                                             | 47%                 | 36%            | 15%                | 2%                | 0%         | 83%                        |
| Maintaining and upgrading emergency communications systems                    | 33%                 | 41%            | 17%                | 5%                | 3%         | 75%                        |
| Keeping public areas safe and clean                                           | 34%                 | 41%            | 19%                | 5%                | 1%         | 75%                        |
| Maintaining law enforcement                                                   | 41%                 | 32%            | 20%                | 5%                | 0%         | 74%                        |
| Improving preparation for natural disasters                                   | 35%                 | 38%            | 17%                | 8%                | 2%         | 73%                        |
| Maintaining youth and after-school programs                                   | 30%                 | 35%            | 25%                | 7%                | 3%         | 65%                        |
| Increasing the number of on-duty firefighters                                 | 28%                 | 31%            | 23%                | 11%               | 6%         | 59%                        |
| Expanding water conservation                                                  | 26%                 | 32%            | 24%                | 15%               | 4%         | 57%                        |
| Assist with the development of housing for people who work in Mariposa County | 29%                 | 28%            | 25%                | 13%               | 5%         | 57%                        |
| Reducing the threat of floods                                                 | 21%                 | 31%            | 28%                | 16%               | 3%         | 52%                        |
| Upgrading search-and-rescue services                                          | 20%                 | 29%            | 33%                | 10%               | 8%         | 48%                        |
| Expanding anti-drug law enforcement units                                     | 16%                 | 23%            | 28%                | 29%               | 3%         |                            |

# National Citizen Survey - 2018

# Conclusions

- **Mariposa County residents enjoy a high quality of life and feel safe**
  - 8 in 10 residents would recommend the community to others
  - 9 in 10 residents had not been a victim of a crime
- **Economy is a priority with room for improvement**
  - Lower than national benchmark for overall economic health, employment opportunities, shopping opportunities and economic development
  - Building infrastructure for economic development is a high priority
- **Recreation and wellness is a key focus area for more opportunities**
  - Lower than national benchmarks for recreational opportunities, fitness opportunities, availability of affordable quality food, health care, preventive health services, mental health care and overall health and wellness.

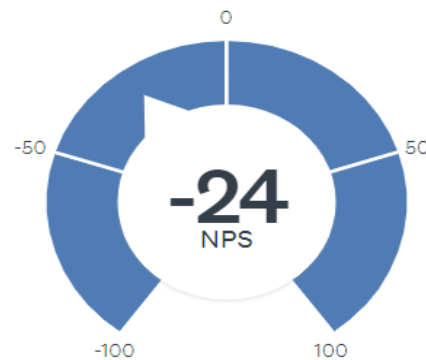
# Online Survey – 2021

\*not a scientific survey

# Net Promoter Score

How likely is it that you would recommend living and/or working in Mariposa County to a friend or colleague?

Answered: 220 Skipped: 6



| DETRACTORS (0-6) | PASSIVES (7-8) | PROMOTERS (9-10) | NET PROMOTER® SCORE |
|------------------|----------------|------------------|---------------------|
| 47%<br>103       | 30%<br>66      | 23%<br>51        | -24                 |



# Budget Priorities

*Assume that you are the County's budget manager. You've put the basics of the budget together for the period of July 2021 - June 2022 and now you have \$1,000,000 left over. Please rank the items below to indicate how you would recommend spending the remaining funds (1= most important, 12 = least important). You can rank the items by clicking and holding your mouse button while you drag the item to where you would like it to be.*

# Budget Priorities

| County Service                                                                                                                     | Priority Score |
|------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Public health and safety response (fire, sheriff, etc.) and disaster mitigation (including fuel breaks, water storage tanks, etc.) | 9.28           |
| County road improvements including repaving or filling pot holes                                                                   | 9.09           |
| Education services including libraries, 4H and master gardeners                                                                    | 8.15           |
| Social services including support for seniors, veterans, and homeless individuals.                                                 | 7.62           |
| Parks and recreation programs and facilities                                                                                       | 7.54           |
| Grants and services for local businesses and nonprofits                                                                            | 6.92           |
| Support development of new housing, businesses and/or tourism attractions                                                          | 6.46           |
| Garbage collection services such as bulk pickup or green waste collection                                                          | 5.70           |









# MARIPOSA COUNTY

Administration • 966-3222



I.3

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction on Recreation Center Options

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## RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Community Recreation Center Options.

On February 16, 2021, the Board Adopted a Resolution Approving an \$8.5M Application for the Statewide Park Development and Community Revitalization Program Grant Funds (Proposition 68). The application proposed locating the recreation center on the newly-acquired Pfremmer property. With the approval, the Board directed staff to further review the road and infrastructure requirements at the Pfremmer property prior to submitting the application.

Additional review of the road and infrastructure requirements has revealed that the proposed site would require improvements and an additional egress to be constructed at an estimated cost of \$6 million. Cost impacts would be dependent upon grant award and could be spread out over four years, providing some opportunity to pursue funds to help pay for the infrastructure.

Moving forward, the Board has several options. These include the following:

1. Apply for the grant with the intent to build a recreation center on the Pfremmer Property. Commit to covering the approximately \$6 million cost to improve Fournier Road and extend Anton Road to the jail. This action is consistent with the Board's vision for the Pfremmer property and opens a new area of town for future development opportunities. Though SB1 and Measure M funds could be considered, staff could pursue grant funding, cost sharing with other development projects, and/or the sale of surplus property to help pay for the needed infrastructure.
2. Direct staff to apply for a recreation center grant on the Field of Dreams. This site is not as pedestrian-friendly, accessible from existing recreational elements nor as competitive with regard to salary data in the application, but it has direct highway access and the needed road is estimated to cost \$500,000. This action would be consistent with the original plan to put recreation on the Field

## Agenda Item - No Resolution Requested

of Dreams, though not the specific plan designed in the early 2000s, and would remove this site as an option for future housing.

3. Direct staff not to apply for this round of grant funding, but to continue pursuit of a recreation center, gymnasium and/or aquatic center. This option would allow further review of possible locations, including the existing park. We would not receive a grant award. Staff would seek approval to complete some planning and design of the facilities for use in fundraising and future grant applications. As state park grants are uncommon, other grants, fundraising (including selling the naming rights to the facilities, buy-a-brick campaigns, etc.) or debt service would be necessary to complete the project. With this option, an equivalent project would cost approximately \$14.5 million.
4. Direct staff not to apply for this round of grant funding and no longer pursue the development of a recreation center, gymnasium and/or aquatic center.

If the Board directs staff to move forward with the application, there is some risk that we will find at a later date that we are unable to meet the obligations of the grant. In that scenario, all grant funds would be returned and the County would be responsible for costs incurred to that point in the process. Costs could be kept to a minimum until staff has greater confidence the needed road(s) will be constructed. A dedicated project manager would need to be identified or hired to oversee the project.

If the Board decides to rescind approval of the grant resolution, it can formally do so at a future board meeting. The grant proposal deadline is March 12, 2021.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

**2001:** Board of Supervisors received a presentation on the Mariposa County Parks and Recreation Master Plan. The Plan was never adopted.

**2003:** In Resolution 2003-162 the County adopted a negative declaration for the County acquisition of portions of properties in the Mariposa Town Planning Area for future use and development of a multi-use recreational park site. This area is now known as the “Field of Dreams”.

**2007:** Mariposa Regional Recreational Complex Master Plan was completed by RRM Design Group (contracted in 2005 for project).

**2019:** Mariposa County applied for an \$8.5 million for an aquatic center on the Field of Dreams. The County was not chosen for a grant award.

**2020:** Pfremmer property acquired by Mariposa County.

**Resolution 2021-79:** The Board adopted a resolution approving an \$8.5 million application for a recreation center on the southeast corner of the Pfremmer property adjacent to the proposed Mariposa Creek Parkway.





# MARIPOSA COUNTY

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## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

**RESULT:     DIRECTION GIVEN**