MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

January 12, 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

Dallin Kimble/County Administrative Officer (CAO) introduced Joe Lynch, noting that he has been promoted to the Assistant CAO position and discussed his work at the Health and Human Services Agency (HHSA). Mr. Lynch/Division Director of HHSA extended thanks to Mr. Kimble and extended thanks to his wife and family. Chair Long congratulated Mr. Lynch on behalf of the Board.

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

During public comment, Jeremy Briese/Sheriff - Coroner - Public Administrator noted a correction to CA15.

Supervisors Menetrey and Forsythe extended thanks to the volunteer in CA6, and Supervisor Smallcombe extended thanks to the volunteer in CA8. Regarding CA10, Supervisor Long and Mike Healy/Public Works Director discussed that the application of the pre-emergent herbicide has almost been completed. Mr. Healy discussed the purchase of skid steers last year and the plan to use them in applicable areas for mechanical clearing. Mr. Healy noted that he also talked to the Fire Chief about conducting some training burns, as well. Regarding CA11, Supervisor Menetrey and Mr. Healy discussed whether the property purchased downstream from the jail has been considered for the project. Mr. Healy noted that it had but that the project was

put on hold due to budget constraints and that this amendment allows them to be paid for the work they have already completed, but that they will continue to investigate siting when the project kicks off again. In response to Supervisor Long's inquiry regarding CA12, Mr. Healy affirmed that the extension is needed as they are still in negotiations. Regarding CA14, Supervisor Menetrey inquired regarding the fascia and trusses being part of the bid. Mr. Healy noted that rather than be surprised with a need for more work and funding, they advertise for the worst that can be anticipated, and then amend the scope and contract downward via change order if the work is not needed. Supervisor Menetrey discussed his disappointment with state regulations that increase costs. Discussion ensued between Supervisors Menetrey and Long, and Mr. Healy regarding the trusses. In response to Supervisor Smallcombe's request, Sheriff Briese elaborated on the SAFE program, which is funded by CA15.

CORRECTION:

CA15: Delete the sentence in the staff report that states that they do not know the grant amount since they do; and authorize acceptance of the grant.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-18**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-19**

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

CA3. **Sheriff's Office RES-2021-20**

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

CA4. **Administration RES-2021-21**

Approve Noticing for Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $38,500; and Begin the 45-Day Comment Period

CA5. This item Considered Separately

CA6. **Building 2021-5**

Appoint Randy Brower to the Building Department Advisory and Appeals Board Representing District IV with a Term Expiring on January 6, 2025

CA7. **Health and Human Services RES-2021-22**

Approve Membership Certification for the Mariposa County Local Child Care Planning Council; and Authorize the Board of Supervisors Chair to Sign the Certification

CA8. **Health and Human Services RES-2021-23**

Re-Appoint Gwen Nitta to the Local Child Care Planning Council (LCCPC) for a Three Year Term Expiring January 12, 2024

CA9. **Planning 2021-6**

Appoint John McCamman as Planning Commissioner for District V for a Term Coinciding with the Term of Supervisor Menetrey, District V Expiring January 6, 2025

CA10. **Public Works RES-2021-24**

Approve Third Amendment with California Reforestation for Roadside Herbicide and Pre-Emergent Spraying to Extend the Term of the Agreement to May 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Public Works RES-2021-25**

Approve First Amendment with Vanir Construction Management, Inc. for Space Needs Assessments & Constructability of New Law Enforcement Facility to Extend the Term of the Agreement to December 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Public Works RES-2021-26**

Approve Second Amendment to the Agreement with Airborrn Aviation Services for Airport Services to Extend the Term Until June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Public Works RES-2021-27**

Adopt a Resolution Seeking Approval for the Leonard Road Surface Project Utilizing Congestion Mitigation Air Quality (CMAQ) Program Funding in the Amount of $900,000

CA14. **Public Works RES-2021-28**

Authorize the Director, Public Works and Transportation to Advertise, Accept Bids and Award Contract(S) for the Replacement of Three (3) Fire Station Roofs Provided Bids Received Are Within Budget (Subject to Approval as to Legal Form by County Counsel)

CA15. **Sheriff's Office RES-2021-29**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2020 State Homeland Security Grant; and Accept Grant Funding When and If the Application is Approved

E. Considered Separately

CA5. **Board of Supervisors**

Accept the Minutes of Tuesday, December 22, 2020

RESULT: **ADOPTED [3-0]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Long, Menetrey

ABSTAIN: Sweeney, Forsythe

F. Departmental Presentation

Eric Sergienko/Health Officer reported that at this point, were we to come out of the Stay at Home Order, the County would go into the Purple Tier. He also encouraged everyone to do what they can to limit their travel; and reported on 39 active cases and one hospitalization. Dr. Sergienko also discussed the markedly higher rate of hospitalizations and fatalities in Tuolumne County and noted that, typically, there are more hospitalizations 7 to 14 days after a surge. He also noted that they are moving very briskly through the vaccine tiers; noted that they are moving into Phase 1-B; advised that the Sheriff and Undersheriff received their vaccinations; and request Board help with interfacing with the Food and Ag sector. Dr. Sergienko also noted that, from what he has heard from the media, we may be the first county to vaccinate our teachers and discussed how that will proceed. He also noted that they continue to monitor what's going on in the region around us, and that ICU capacity in the San Joaquin Valley is still effectively zero percent; reported that most concerning today was a drop in available ICU beds in the Northern California Region from 25-30% to below 20%; and advised that we are helping out our adjacent county by vaccinating our residents who work in health care elsewhere. Supervisor Long and Dr. Sergienko discussed the spread of the virus via large social gatherings as well as travel outside of the county. At Supervisor Sweeney's request, Dr. Sergienko elaborated on the vaccination pre-registrations and the various vaccination tiers. Supervisor Menetrey noted communicating with Kristina Allen last week and reported that we are ahead of a lot of the state and extended kudos to the Public Health team for their efforts. Dr. Sergienko acknowledged his team and their efforts. Supervisor Smallcombe inquired if they had thought about reaching out to Robin Smith of NRCS and Melinda Barrett of the RCD for the Food and Ag sector. Dr. Sergienko affirmed that they had. At Supervisor Smallcombe's request, Dr. Sergienko discussed current modeling which shows a decrease but caution that there are competing factors which may affect that. Supervisor Long requested information regarding the Ag worker sector to disseminate to the Farm Bureau and its members.

Shannon Gadd/HHSA Director extended kudos to the Public Health Team for all of their efforts, and noted that she thinks their success comes down to the knowledge and preparation of their team, and the dedication to the community coming out of every agency. Ms. Gadd also extended congratulations to Mr. Lynch on his new opportunity.

Mike Healy/Public Works Director extended kudos to the team at HHSA for various programs that they have implemented; and congratulated Mr. Lynch on his promotion, as well as his wife Stacy. Mr. Healy also reported on the Monday Pilot Program at the landfill noting that it is going very well and that they are seeing more people taking advantage of it. He reminded that it operates from 8:00 AM to 2:00 PM

every Monday, and that they will take three bags of garbage plus recycling. Mr. Healy also discussed a new recycling program, in which they prevent recyclables from ending up in the landfill by taking bids on trucking and sending the recycling off to a larger recycler. He noted that it saves them manpower and increase their diversion rates. He also noted that there has been a lot of Facebook chatter about people wanting to clean up the roadsides and he advised that he welcomes that volunteerism on County maintained roads. Mr. Healy noted that anyone wanting to do that should contact him as they are happy to partner with the community members and will bring traffic control and a truck if someone wants to do the work. Supervisor Long and Mr. Healy discussed what has been happening with recyclables at the State level.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 11340)**

Receive a Presentation from Mariposa County Safe Families, Inc. Program Director (Board Chair)

Lester Bridges/Mariposa County Safe Families (MCSF) Board of Directors Chair gave the report accompanied by a PowerPoint presentation. Mr. Bridges also introduced and identified MCSF staff, Megan Atkinson/Interim Executive Director, Donna Santi/Lead Prevention Specialist, Dani Osenbaugh, and Heather Livingston/Youth Coordinator. No public input. Board discussion ensued regarding the good work that MCSF does and the need for conversations and collaborations with other area entities with similar missions.

RESULT: INFORMATION RECEIVED

Recessed

10:21 AM Chair Long recessed for a brief break and reconvened at 10:26 AM.

2. **Health and Human Services RES-2021-30**

Approve Submission of a Grant Application for the Homeless Housing Assistance Prevention Program (HHAP); Approve Health and Human Services Agency (HHSA) Participation through the Amador Tuolumne Community Action Agency (ATCAA); Approve Redirection of the County of Mariposa Allocation Portion $87,316 as Leverage to the Project; and Ratify the Health and Human Services Agency Director's Signature on the Letter to Participate

Shannon Gadd gave the staff report. No public input. Board discussion ensued regarding the allocation of funds, and the need for a presentation from HHSA on area homelessness. Ms. Gadd also advised that she has been asked to Chair the California Welfare Directors Association Housing and Homelessness Committee.

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

3. **Public Works (ID # 11317)**

Waive the First Reading and Introduce "An Ordinance Amending Section 10.08.031 of the Mariposa County Code Titled 'Camping and Overnight Parking'"

Mike Healy gave the staff report. No public input. Board discussion ensued regarding the location and choice of Mile Marker 51, the enforceability of the ordinance, the pursuit of a third party vendor to provide for the administrative side of things, and delaying installing signs until the administrative portion is worked out.

DIRECTION: ***Signs are not to be installed until a solution is put into place for the enforcement side, and shall be preceded by an item to so inform the Board.***

RESULT:	**INTRODUCED [UNANIMOUS] Next: 1/26/2021 9:00 AM**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recessed

10:50 AM Chair Long recessed the meeting for a brief break at Supervisor Menetrey's request and reconvened at 10:53 AM.

4. **Planning (ID # 11325)**

Receive the 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary

Sarah Williams/Planning Director introduced Katie Casner/Assistant Planner who gave a PowerPoint report. No public input.

RESULT: INFORMATION RECEIVED

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

Recess

11:22 PM Chair Long recessed for lunch.

K. 2:00 PM Reconvened

1. **Board of Supervisors (ID # 11283)**

Presentation of the Gavel Plaque to Supervisor Cann for Serving as the 2020 Board of Supervisors Chair (Board Chair)

Chair Long presented the plaque to Kevin Cann.

RESULT: PRESENTATION MADE

2. **Board of Supervisors RES-2021-17**

Resolution and Tile Plaque Recognizing Kevin Cann, Upon His Retirement as District IV Supervisor (Board Chair)

René LaRoche/Clerk of the Board played a movie with recorded congratulations.

During public comment, congratulations were extended and anecdotes were shared by Steve Ward/County Fire - CAL FIRE Chief, Mike Healy, Peter Judy/Chief Probation Officer, Dallin Kimble, Steven W. Dahlem/County Counsel, and Jeremy Briese who presented a Certificate of Recognition, and Doug Binnewies/Retired Sheriff - Coroner - Public Administrator who presented a plaque. Words of appreciation and congratulations were offered by the Board members.

Public comment was reopened. Kevin Cann noted that it was his honor to work as a supervisor for twelve years; discussed the respect with which he holds everyone; and noted that he is proudest of the department heads that were hired during that time because their ethics permeate their departments, and he named them all and advised that the Board should always set their standards high and never settle for second place; and noted that he believes that the team in place today is the best to prosper through consequential times to come.

Chair Long presented the resolution, tile plaque, and resolutions from CSAC, and the State Legislature to Supervisor Cann. Tracy Gauthier/Deputy Clerk of the Board II presented him with a gift from staff.

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

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L. Adjournment

3:10 PM Chair Long adjourned the meeting in memory of Muriel Lorraine Ouellette Powers, Katherine Hope McDonald, Monya Mae Elred, Clifford "Pete" Chapman.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-18

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-19

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

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

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-20

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-21

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Title III Funding Proposal

RECOMMENDATION AND JUSTIFICATION:
Approve Noticing for Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $38,500; and Begin the 45-Day Comment Period.

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.

Four projects have been proposed at this time:

1. $10,000 for Mariposa County Resource Conservation District to construct a fuel break above El Portal Elementary School;
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.
4. $6,500 for Mariposa County Fire Safe Council to provide reflective house

number signs to residents across the county.

These 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.

After the conclusion of the 45-day comment period, the Board will be asked to review any comments received and formally approve or deny the use of Title III funds as proposed. Grant agreements for the respective agencies will be presented for approval at this time.

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 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)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
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 Fire Safe Council in the amount of $6,500 to provide reflective house number signs throughout the county; Mariposa County Resource Conservation District in the amount of $10,000 for construction of a fuel break above the El Portal Elementary School; and Southwest Interface Team (SWIFT) to continue seeking resources and developing fuel breaks in northern Mariposa 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. 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.

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

DATED: January 20, 2020

Attachment: 2021 SRS Title III Notice (RES-2021-21 : Title III Funding Proposal)

MARIPOSA COUNTY

Building · (209) 966-3934

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Kinslow, Building Director

RE: Building Department Advisory and Appeals Board Appointment

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RECOMMENDATION AND JUSTIFICATION:

Appoint Randy Brower to the Building Department Advisory and Appeals Board Representing District IV with a Term Expiring on January 6, 2025.

The Building Department Advisory and Appeals Board was created by Resolution No. 86-92. Each supervisorial district is represented by one regular member who shall reside within the respective district. The term for each member runs concurrent with the term of each Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors last made appointments to this board on March 18, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve this appointment will leave this board without District IV representation.

ATTACHMENTS:
Notice of Vacancy -BLD (PDF)

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

NOTICE OF VACANCIES

BUILDING DEPARTMENT ADVISORY AND APPEALS BOARD

Current vacancies as of December 30, 2020:
One (1) member from Supervisorial District I
One (1) member from Supervisorial District II
One (1) member from Supervisorial District III
One (1) member from Supervisorial District IV
One (1) member from Supervisorial District V

There are currently 5 vacancies on the MARIPOSA COUNTY BUILDING DEPARTMENT ADVISORY AND APPEALS BOARD to be filled by appointment of the Mariposa County Board of Supervisors. The vacancies are for 5 members representing Districts I, II, III, IV, and V which are appointed for a term coinciding with the terms of the District Supervisors, and who will serve without compensation.

The purpose of this Board is to make determinations on appeals of adverse rulings of the Building Office and recommend action for resolution regarding code issues as they relate to building permits, county regulations and fees.

The MARIPOSA COUNTY BUILDING DEPARTMENT ADVISORY AND APPEALS BOARD operates under, and is governed by, Title 24 of the California Code of Regulations.

Qualifications:

Members of the public or contractors who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of Mariposa County. Applicants must reside within District applying for.

To apply:

Individuals interested in serving on the Mariposa County Building Department Advisory and Appeals Board should submit an application by mail to René LaRoche, Clerk of the Board, Post Office Box 784, Mariposa, California 95338, or e-mail rlaroche@mariposacounty.org.

Posted: 1 2 /30/20 at County Clerk's Office, Mariposa County Building Department Office, and mariposacounty.org

cc: Clerk of the Board

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-22

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Membership Certification for the Mariposa County Local Child Care Planning Council

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RECOMMENDATION AND JUSTIFICATION:
Approve Membership Certification for the Mariposa County Local Child Care Planning Council; and Authorize the Board of supervisors Chair to Sign the Certification. This document is Completed and Submitted Annually to the California Department of Education.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Your Board has approved this request in past years

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Council documentation will be incomplete and certification statement will not be accomplished, as required.

ATTACHMENTS:
Membership Reappoinmtment BOS 1.12.20 LCCPC (PDF)

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

Attachment: Membership Reappoinmtment BOS 1.12.20 LCCPC (RES-2021-22 : Approve Membership Certification for the Mariposa County

December 21, 2020

Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Dear Board of Supervisors,

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half appointed by the Mariposa County Board of Supervisors.

At this time the council is seeking the reappointment of Gwen Nitta as a Community Representative. Gwen is always willing to help any way needed and serves on many of our committees. In addition, she is a long time member who brings a wealth of education and experience to the table.

The Council unanimously voted to reappoint Gwen for another three year term at our December meeting.

We ask that you send us a signed determination at your earliest convenience. Thank you for your time and consideration in this matter. If you should have any questions, please do not hesitate to call me at 966-6299.

Respectfully submitted,

Amber Chambers
LCCPC Coordinator

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-23

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Re-Appoint Gwen Nitta to the Local Child Care Planning Council

---

Re-appoint Gwen Nitta to the Local Child Care Planning Council (LCCPC) for a Three Year Term Expiring January 12, 2024.

According to the by-laws, the Local Child Care Planning Council shall consist of no more than twenty (20) members with representation from various economic, social and occupational groups. This committee has ten (10) voting members and ten (10) alternates. Two (2) Child Care Providers, Two (2) Community Representatives, Two (2) Public Agency Representatives and Two (2) Additional Representatives, appointed at the Discretion of the Appointing Bodies. The Board shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members. The Superintendent shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members.

The term of office is three (3) years from the date of appointment. The purpose of the Mariposa County Local Child Care Planning Council is to serve as a forum to address the child care needs of all families and for all child care programs, both subsidized and non-subsidized in Mariposa County.

There are currently seven (7) members appointed to serve on this council with five (5) alternates. Vacancies have been posted pursuant to the Maddy Act.

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half is appointed by the Mariposa County Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Your Board has continued to follow the recommendation of the Local Child Care Planning Council regarding the re-appointment of interested members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not re-appointing interested individuals to the Local Child Care Planning Council Advisory Board, current members will not be as effective and may not be able to meet the mission of the Board.

ATTACHMENTS:
CD3020 JANUARY 2021 (2) (PDF)

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

California Department of Education
Child Development Division
Form CD-3020 (New 12/08)

CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:
California Department of Education
Child Development Division
Local Planning Council Consultant
1430 N. Street, Suite 3410
Sacramento, CA 95814

Due Date:
Annually on January 15

Please complete all information requested below:

County Name:	County Coordinator Name and Telephone Number:
MARIPOSA	AMBER CHAMBERS (209) 966-6299

Membership Categories

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
AMBER EDWARDS	TERRACE VIEW LANE MARIPOSA, CA 95338 (209) 742-5611	03/19 3 YEARS

20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
MARIE PRETZER FAMILY CHILD CARE PROVIDER	OAK RIDGE RD. MARIPOSA, CA 95338 (209) 966-6455	11/19 3 YEARS
MARCIA PRICE SITE SUPERVISOR	5056 JONES ST. MARIPOSA, CA 95338 (209) 966-6161	2/19 3 YEARS
JACKI LEE PRESCHOOL CO OP DIRECTOR	3415 WOODLAND DRIVE MARIPOSA, CA 95338 (209) 966-2665	11/19 3 YEARS

20% Public Agency Representative (Defined as a person who represents a city, county or local education agency.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
REBECCA MAIETTO HUMAN SERVICES	P.O. BOX 99 MARIPOSA, CA (209) 966-2000	1/17 3 YEARS
LAUNA GANN HUMAN SERVICES	P.O. BOX 99 MARIPOSA, CA 95338 (209) 966-2000	12/17 3 YEARS

Attachment: CD3020 JANUARY 2021 (2) (RES-2021-23 : Re-Appoint Gwen Nitta to the Local Child Care Planning Council)

LIZ WILCOX MARIPOSA HEAD START	5056 JONES ST. MARIPOSA, CA 95338 (209) 966-6161	1/17 3 YEARS

Membership Categories		
20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
GWEN NITTA	E. WESTFALL RD. MARIPOSA, CA 95338 (209) 742-6332	12/17 3 YEARS
OLGA RASSAU	PO BOX 1295 MARIPOSA, CA 95338 (209) 742-7058	8/18 3 YEARS
20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
MARGARITA KING	5300 HWY 49 NORTH MARIPOSA, CA 95338 (209)-966-3689	6/18 3 YEARS
MONICA NIELSEN	RAINBOW VIEW MARIPOSA, CA 95338 (209) 966-7334	7/19 3 YEARS

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of JANUARY1, 2021, the above identified individuals meet the council representation categories as mandated in AB 1542 (Date) (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
Local Child Care Planning Council Chairperson	Telephone Number	Date

Attachment: CD3020 JANUARY 2021 (2) (RES-2021-23 : Re-Appoint Gwen Nitta to the Local Child Care Planning Council)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Appointment of Planning Commissioner for District V

RECOMMENDATION AND JUSTIFICATION:
Appoint John McCamman as Planning Commissioner for District V for a term coinciding with the term of District V Supervisor, Miles Menetrey expiring January 6, 2025.

This action is based on the recommendation of the District V Supervisor.

Mr. McCamman is the current Planning Commissioner for District V, having been appointed on April 18, 2017. He has expressed interest in continuing to serve on the Mariposa County Planning Commission.

Pursuant to County Code, the terms of members of the Planning Commission coincide with the term of the supervisor of the district which the member represents. Re-election of the supervisor of that district does not constitute reappointment of the Planning Commissioner.

This vacancy has been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mr. McCamman's term as District V Planning Commissioner expired on January 4, 2021, when the District V Supervisor's term expired. Mr. McCamman continues to serve in the position pending an appointment, per Mariposa County Code, Title 2, Section 2.52.030

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not appointing a Planning Commissioner for District V would result in District V not having representation on the Planning Commission.

ATTACHMENTS:
170131 Dist V Ap McCamman Redacted (PDF)

Agenda Item - No Resolution Requested 2021-6

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

RECEIVED

JAN 31 2017

Mariposa County Planning Dept.

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:
Planning Commission, District V

Supervisorial District in which you Reside: V

Length of Residency in the County: 1987-1993 + 2014 - current

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name:
John

Last Name:
McCamman

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
yes

Employment Status: retired

Employer's Name:

Employer's Address:

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
To help ensure the appropriate long term development of Mariposa County

Please list prior/current appointments to other Boards/Commissions/Committees:
2016-17 Grand Jury
Water Agency Advisory Board

Attachment: 170131 Dist V Ap McCamman Redacted (2021-6 : Appointment of Planning Commissioner for District V)

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

As a government executive, I spent my entire professional career evaluating community interests and legal constraints, and the impacts of regulatory, budgetary and contract decisions. I have read innumerable development proposals, evaluated proposals for environmental effect and developed minimization and mitigation programs. As Director of the Department of Fish and Game for the state, I was required to know and understand the impacts of public decision making on wildlife and the habitat on which wildlife depends. More broadly, I can critically analyze proposals and make judgements about the appropraite response of public agencies.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

I will have to evaluate the potential for my Grand Jury appointment -- which lasts another five months -- to conflict with an appointment to the Planning Commission

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
no	any	yes

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: JAN 24, 2017 Signature: [signature]

Attachment: 170131 Dist V Ap McCamman Redacted (2021-6 : Appointment of Planning Commissioner for District V)

MARIPOSA PLANNING

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

Supplement for Planning Commissioner Application

Qualifications for Planning Commission:

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

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:

~~During the remainder of my Grand Jury appointment, I will be unable to meet every other Monday.~~

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 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	District	Date
[signature]	✓	Jan 24, 2017

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: 170131 Dist V Ap McCamman Redacted (2021-6 : Appointment of Planning Commissioner for District V)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-24

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways

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RECOMMENDATION AND JUSTIFICATION:

Approve Third Amendment with California Reforestation for Roadside Herbicide and Pre-Emergent Spraying to Extend the Term of the Agreement to May 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

This amendment will allow for herbicide and where beneficial pre-emergent applications covering approximately 600 lane miles along County maintained Road Right-of-Way. The vendor, California Reforestation, is familiar with the County Road System as they have successfully provided these services in the past.

The Department will as previously described to the Board employ an Opt-Out Program allowing residents with property adjacent to County Right-of-Way the ability to opt-out of the chemical application program in exchange for the property owner assuming weed control responsibilities. Residents seeking additional information regarding the Opt-Out Program may contact the Public Works Department at 4639 Ben Hur Road to fill out the application agreement which is required to participate in this program. Enrollment in the Opt-Out Program will last for a period of two years unless otherwise revoked by the resident or by the Department due to breach of the terms of the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 17, 2020 Resolution 2020-140 the Board approved a Second Amendment to increase compensation and extend the term of the Agreement to December 31, 2020.

On November 20, 2019 Resolution 2018-560 the Board approved a First Amendment to extend the term of the Agreement to December 31. 2019.

On May 8, 2018 Resolution 2018-210 the Board approved an Agreement with California Reforestation for roadside weed spraying in the County right of way.

On February 28, 2017 Resolution 2017-103 Public Works rescinded Resolution 2016-609 because of requirements of the California Environmental Quality Act CEQA).

On November 22, 2016 Resolution 2016-609 the Board approved roadside weed spraying services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, there will be no roadside weed spraying.

FINANCIAL IMPACT:
There is no financial impact as this a extension of time only

ATTACHMENTS:
Calif Reforest 3rd Amd (PDF)
Cal Reforest 2nd amd (PDF)
Calif Reforestation 1st amd (PDF)
California Reforestation 18-043 Weed Spraying (PDF)
Weed abatement forms (PDF)

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

THIRD AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS THIRD AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS 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 California Reforestation, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide weed spraying services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated November 20, 2018 to extend the term of the Agreement to December 31, 2019, and

WHEREAS, County and **Contractor** entered into a Second Amendment dated March 17, 2020 to increase compensation and extend the term of the Agreement to December 31, 2020; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to May 31, 2021;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement from December 31, 2020 to May 31, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promised contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2020.

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:

_____
California Reforestation, Inc.

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Calif Reforest 3rd Amd (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

RES. NO. 20-140

SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS is made and entered into this 17th day of March, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and California Reforestation, Inc. hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide roadside weed spraying services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated November 20, 2018 to extend the term of the Agreement to December 31, 2019

WHEREAS, County and **Contractor** desire to extend the term of said Agreement and to increase compensation to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Paragraph 2, "COMPENSATION" is hereby amended to increase compensation by ($80,000) Eighty Thousand Dollars for a total not to exceed amount ($157,500) One Hundred Fifty Seven Thousand Five Hundred Dollars.

3. Except as herein amended, the agreement dated May 8, 2018 together with the First Amendment dated November 20, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

California Reforestation, Inc.

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Cal Reforest 2nd amd (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

RES. NO. 20-140

SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS is made and entered into this 17th day of March, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and California Reforestation, Inc. hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide roadside weed spraying services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated November 20, 2018 to extend the term of the Agreement to December 31, 2019

WHEREAS, County and **Contractor** desire to extend the term of said Agreement and to increase compensation to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Paragraph 2, "COMPENSATION" is hereby amended to increase compensation by ($80,000) Eighty Thousand Dollars for a total not to exceed amount ($157,500) One Hundred Fifty Seven Thousand Five Hundred Dollars.

3. Except as herein amended, the agreement dated May 8, 2018 together with the First Amendment dated November 20, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

California Reforestation, Inc.

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Cal Reforest 2nd amd (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

FIRST AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS FIRST AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS is made and entered into this 20th day of Nov., 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and California Reforestation,Inc. hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide roadside weed spraying services; and

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

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2019. Except as herein amended, the agreement dated May 8, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

California Reforestation, Inc.

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Calif Reforestation 1st amd (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

RES. NO. 18-210

18-043

AGREEMENT FOR ROADSIDE WEED SPRAYING

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of May, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and California Reforestation, a ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on April 17, 2018 and terminate on December 31, 2018. The County may upon mutual agreement of the parties extend the term of this agreement to include up to four (4) additional one (1) year extensions of time. Section 15, titled "TERMINATION AND RIGHTS UPON TERMINATION" shall remain in full force and effect throughout this agreement including any and all subsequent extensions of time.

SERVICES

Contractor shall perform Roadside Weed Spraying 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.

2. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $77,500. The Contractor's hourly rates as listed in Exhibit A, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

3. 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:

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

(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.

Note: Not required if Contractor provides written verification it has no employees.

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

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

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.

4. HOLD HARMLESS/INDEMNIFICATION

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

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)

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

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:
California Reforestation
22230 -A So. Colorado River Drive
Sonora, CA. 95370
209.586.2115

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA. 95338
209.966.5356

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,

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

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 Director of Public Works and 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.

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

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

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

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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.

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

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.

Funding Source: 300-0301-581-0418

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

California Reforestation

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County



CALIFORNIA REFORESTATION, INC.

22230-A So. Colorado River Drive • Sonora, California 95370
(209) 586-2115

Exhibit A

Date: 4/12/208

To: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Re: Roadside Chemical Weed Program

Contract Term: Effective from April 1, 2018 until December 31, 2018

We here propose to furnish all the materials and perform all the labor necessary for the completion of the Roadside Chemical Weed Program.

Total $77,500.00

Seventy-Seven Thousand and Five Hundred Dollars and Zero Cents.

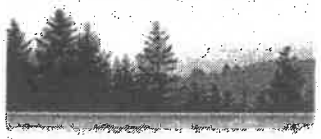
This is to extend the contract and increase the additional supervision for the opt out properties.

Item	Item Description	Unit	Quantity	Unit Price	Extension
1	Combination of Pre-Emergent and Herbicide	Lane Mile	400	136.25	$54,500.00
2	Herbicide Only	Lane Mile	100	110.00	$11,000.00
3	Pre-emergent Only	Lane Mile	100	120.00	$12,000.00

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra change over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Workman's Compensation and Public Liability Insurance on the above work to be taken out by California Reforestation. Copy of Insurance Certification is attached.

Signature: Neil Dorell

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County



CALIFORNIA REFORESTATION, INC.
22230-A So. Colorado River Drive • Sonora, California 95370
(209) 586-2115

Date: 4/12/208

To: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Re: Roadside Chemical Weed Program

Attention: Gary Brown

Billing rates for the 2018 Contract will be as follows:

- Field Supervisor/Qualified Applicator $57.25 per hour
- Herbicide Applicator/Traffic Control $28.25 per hour

Let me know if you have any questions.

Will Dorrell
Owner

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leavitt United DBA Cutler-Segerstrom
Lic #0J02939
1030 Greenley Road
Sonora CA 95370

CONTACT NAME: Heather Karney
PHONE (A/C, No, Ext): (209) 532-6951 FAX (A/C, No): (209) 532-1997
E-MAIL ADDRESS:

INSURED
California Reforestation Inc.
22230-A S. Colorado River Dr.
Sonora CA 95370

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Companies	18667
INSURER B: Mercury Casualty Company	11908
INSURER C: Midwest Employers Casualty Company	23612
INSURER D: AGCS Marine Insurance Company	22837
INSURER E: ACE/Westchester Insurance Company	10030
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2018/2019 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PPK1785695	3/1/2018	3/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Foresters Errors &	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CCA0020579	9/12/2017	9/12/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PUB619916	3/1/2018	3/1/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			1WUNC0134591-18	1/1/2018	1/1/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Loggers Broad Form PD			SML93033043	7/1/2017	7/1/2018	Each Occurrence	$1,000,000
E	Pollution Liability			G27502432004	8/14/2017	8/14/2018	Each Occurrence	$1,000,000

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

CERTIFICATE HOLDER
cjay@mariposacounty.org
Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
H Karney-Exec/HEKARN Heather Karney

ACORD 25 (2014/01)
IS025 (201401)

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Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship

OWNER CONTROL AGREEMENT COVER LETTER

March 8, 2018

Dear Property Owner/Applicant:

If you prefer to maintain the right-of-way and opt to forego weed abatement efforts on County roads adjacent to your property, please read carefully the terms of agreement, then sign and return the enclosed contract.

Mariposa County Weed Abatement Program efforts will take extreme care to avoid sensitive areas adjacent to property right-of-way areas such as tree plantations, ornamental plantings, crops, gardens, front yards, lakes, streams, well heads and standing/running water of any kind. Before and during application, the licensed and bonded contractor will locate and have access to GPS coordinates of excluded properties, "open grazing" areas, and known bodies of water.

Property owner(s) may attach property limit signs at each end of their property if desired, however this is unnecessary. Posted signs may not impede line of sight or otherwise obstruct normal traffic. For specific guidelines regarding placement of property limit signs, please contact Public Works.

Mariposa County Department of Public Works will notify you via email at least 2 weeks prior to work in your area so that you can stay informed.

In the event that Public Works observes maintenance of the roadside area is not being satisfactorily performed for excluded property, the owner of said property will receive a courtesy reminder to comply with terms of the signed contract. Public Works shall make multiple attempts to communicate with Property Owner(s) in the event of non-compliance. After a reasonable number of attempts and a reasonable amount of time has passed, Public Works reserves the right to nullify the agreement in writing and perform any necessary work.

(1) If any portion of the agreement is subsequently voided, Mariposa County may immediately proceed with County designated methods.
(2) Property owner(s) may apply for a new agreement; however, the County reserves the right to deny said application if there is a documented history of failure to adhere to the terms of prior agreements or history of voided agreements.

If at any time there are questions or concerns, please contact the Mariposa County Department of Public Works.

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
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4639 Ben Hur Road
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(209) 966-5356 office
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Team, Service, Stewardship

OWNER CONTROL ACCEPTANCE

March 8, 2018

Resident Name
Mailing Address
City, Zip code
Phone: _____
Email: _____

Physical Address: _____
APN: _____

Dear Mr./Mrs./Ms. _____

This letter is to inform you that we have reviewed and accepted your Owner Control Agreement request for weed abatement responsibilities along the County maintained road(s) at the following physical address: _____.

This agreement is effective immediately as signed by the County (see attached) and is valid for as long as the property is owned by the Property Owner(s). The Property Owner(s) may cancel the Owner Control Agreement at any time by contacting Public Works.

Please find the attached executed Owner Control Agreement terms and the Property Limit Diagram.

Mariposa County Department of Public Works will notify you via email at least 2 weeks prior to work in your area so that you can stay informed.

Should you have any questions regarding the program and/or your responsibilities, please feel free to contact the Department of Public Works.

Sincerely,

MARIPOSA COUNTY
Department of Public Works
4639 Ben Hur Road
Mariposa, California 95338

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
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4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
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Team, Service, Stewardship

WEED ABATEMENT OWNER CONTROL AGREEMENT

Property Owner Name:_____ **Applicant Name (if not owner):**_____

APN: _____

Property Address: _____
(street) **(city)** **(zip)**

Mailing address: _____
(street) **(city)** **(zip)**

Phone: (___) _____ **Email:** _____

This agreement is valid for as long as the property is owned by the Property Owner(s) unless otherwise noted.

The Property owner(s) agree to control roadside weeds at least 4 feet wide along the entire length of their property frontage adjacent to a County maintained road. The weed abatement implemented by property owner(s) shall limit growth to no more than 6 inches in height and shall not till the soil. The weed abatement shall not impact safe use of the road by others and may be inspected by Mariposa County Public Works to ensure management is being performed satisfactorily. In consideration of the foregoing, the Public Works Weed Abatement Program will specifically exclude the property limits from County initiated Weed Abatement practices. Exempt from this agreement is the control of such weeds identified as "Toxic/Noxious/Invasive" in accordance with California Weed Laws and also those considered detrimental to agricultural commodities as identified by the County Agricultural Commissioner. This nuisance vegetation is subject to eradication upon identification without notification. This agreement also does not cover brush and/or tree control as remains the responsibility of Public Works.

Upon receipt of this signed agreement, Public works will provide the Property Owner(s) an agreement acknowledgement, signed copy of the agreement and a diagram that shows the limits of their property adjacent to the County maintained road(s). Before and during application, a licensed and bonded experienced contractor will locate and have access to GPS coordinates of excluded properties. The Property Owner(s) may attach signs at property boundaries on County roads to indicate the limits of property boundaries as long as the signs do not impede regular traffic activity.

Property Owner(s) that do not comply with the contractual agreement after a reasonable number of attempts on behalf of Mariposa County, may be subject to nullification of the agreement in writing.

The Property Owner(s) shall indemnify and hold harmless the County of Mariposa, the Department of Public Works, its employees and agents of all claims, demands, actions and requests whatsoever that may arise directly or indirectly from carrying out of this agreement.

Signed: _____ Date: _____
Owner/Applicant

Signed: _____ Date: _____
DPW Representative

FOR OFFICE USE ONLY:

APN: _____

Accepted agreement sent to applicant: _____ _____
Date **DPW Staff**

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
72A	72A	0.102	
72B	72B	0.060	
ADELFA STREET	217	0.440	
AGUA FRIA ROAD	112	2.310	
AHWANHEE ROAD	158C	0.450	
ALAMO DRIVE	219	2.600	
AMAPOLA COURT	214	0.090	
AHWAHNEE	14	0.560	
AZUCENA COURT	192	0.270	
BANDERILLA DRIVE	222	4.450	
BARRETT COVE ROAD	34	0.866	
BARRETT ENTRANCE	288	0.410	
BEAR TRAP DRIVE	167B	0.480	
BEAR VALLEY ROAD	5	10.700	7533 Hwy 49N (Bear Valley Rd)
BEN HUR ROAD	8	18.310	
BEST ROAD	119	1.310	
BIRDIE CIRCLE	122H	0.300	
BLACKS CREEK ROAD	166	0.250	
BLANCHARD	35	0.920	
BOGEY CIRCLE	122F	0.030	
BONDURANT	49	2.250	
BOOTJACK LANE	183	0.150	
BOOTJACK ROAD	12	7.780	
BOYER ROAD	135	1.410	
BRIDALVEIL FALL	158X	0.070	
BROOKS ROAD	184	0.490	
BUCKEYE CREEK ROAD	80	0.150	
BUCKEYE ROAD	79	2.430	
BUENA VISTA DRIVE	228	0.230	
BURL DRIVE	297	0.330	
CADENA WAY	188	0.280	
CAMPBELL STREET	87T	0.250	
CANASTA COURT	218	0.120	
CAPULLO CIRCLE	256	0.310	
CARACOL CIRCLE	257	0.040	
CARLETON ROAD	107	3.050	
CARLOS COURT	201	0.050	
CARRILLO WAY	258	0.130	
CARRIZO WAY	221	0.580	
CARSTENS ROAD	100	1.330	
CASCADE CREEK FALLS	159M	0.120	
CASTANO WAY	191	0.400	
CATHAY SCHOOL ROAD	69	0.120	

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
CATHEDRAL SPIRES	159F	0.390	
CEDAR CIRCLE	122E	0.030	
CEDAR LANE	178	0.100	
CEDAR STREET	125H	0.070	
CEMETERY STREET	38C	0.200	
CHAPARREL STREET	125F	0.070	
CHAPULIN WAY	203	0.660	
CHICHARRA COURT	194	0.060	
CHICHARRA WAY	193	0.890	
CHINCHE COURT	206	0.060	
CHOWCHILLA COURT	284	0.020	
CLAVEL COURT	202	0.050	
CLAVEL WAY	200	0.310	
CLOUDS REST	159D	2.080	
COLE ROAD	109	1.860	
COLORADO ROAD	98	4.660	
CONVERSE ROAD	295	2.201	
CORNETTS ENTRANCE	68A	1.000	
CORONADO DRIVE	238	1.000	
COUNTY PARK ROAD	180	0.170	
CRANE CREEK ROAD	121C	0.220	
CREEL ROAD	276	0.700	
CRYSTAL AIRE DRIVE	298	0.310	
CUNEO ROAD	39	2.460	
DANERI	37A	0.260	
DANERI	37B	0.270	
DARRAH ROAD	117	4.980	
DETWILER	55	2.160	
DEXTER ROAD	41	2.500	
DOGTOWN ROAD	46	12.050	
DOLOROSA STREET	236	1.430	
EAST WESTFALL ROAD	15	3.870	
EAST WOODLAND DRIVE	134	0.250	
EL CAMPO WAY	232	0.380	
EL CAPTITAN	159E	0.420	
EL PORTAL ROAD	120	0.091	
ERNST ROAD	45	2.960	
ESCALON COURT	225	0.070	
ESPUELA COURT	259	0.100	
EVERGREEN LANE	158P	0.800	
FACHADA WAY	260	0.320	
FAIRGROUNDS ROAD	85	0.300	
FERRY ROAD	38M	0.120	

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
FISKE ROAD	42	1.529	
FROM HIGH STREET	150	0.019	
FROM SCHILLING TO 49 N	47A	0.000	
GANNS CORRAL ROAD	153C	0.090	
GAZA WAY	261	0.070	
GLACIER POINT ROAD	158B	0.640	
GOLFITO WAY	262	0.170	
GRANITE SPRINGS ROAD	168	4.800	
GREELEY HILL ROAD	1	13.290	
GRILLO DRIVE	196	0.760	
GROSJEAN ROAD	103	0.210	
GUISANILLO COURT	209	0.050	
GUISANILLO WAY	210	0.510	
GUSANO COURT	189	0.110	
GUSANO WAY	190	0.320	
HAIGH ROAD	165	0.300	
HALF DOME	159C	0.090	
HAMILTON STATION LOO	160	0.500	
HAPPY ISLES	158Y	0.080	
HARRIS CUTOFF ROAD	129	1.430	
HARRIS ROAD	128	3.960	2307 Harris Rd.
HAYWARD ROAD	31	1.044	
HERNANDEZ DRIVE	263	1.830	
HIDALGO	251	0.590	
HILLSIDE DRIVE	132A	0.500	
HIRSCH ROAD	116	2.620	
HITES COVE ROAD	119	0.750	
HOLTZEL ROAD	43	2.830	
HORMIGA COURT	215	0.070	
HORMIGA WAY	216	0.380	
HORNITOS ROAD	6	16.330	
HUNTERS VALLEY ROAD	53	9.030	
ILLILOUTTE FALLS W	159I	0.060	
INDIAN GULCH ROAD	60	9.120	
JAIME WAY	253	0.120	
JALAPA WAY	252	1.300	
JALISCO WAY	249	0.600	
JARDINCITO COURT	264	0.110	
JASMIN COURT	212	0.040	
JASMIN WAY	211	0.220	
JERSEYDALE ROAD	118	4.030	
JOSEFINA	254	0.410	
JOYA COURT	223	0.100	

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
KEMBLE ROAD	12	0.918	
LAREDO STREET	227	0.870	
LAZO WAY	239	1.630	
LEHAMITE FALLS	159K	0.110	
LEONARD ROAD	133A	2.020	
LILLIAN LANE	167A	0.080	
LIRO COURT	198	0.110	
LOOP ROAD	122N	0.448	
LORENZO STREET	237	0.770	
LOZANO STREET	187	0.630	
LUNA COURT	234	0.110	
MACREADY WAY	289	0.090	AIRPORT ROAD
MARAVILLA DRIVE	205	0.730	
MARGURITA COURT	204	0.070	
MARIPOSA DUMP ROAD	93	0.150	
MARK LEE ROAD	153B	0.310	
MARSHALL ROAD	153A	0.220	
MARY HARRISON MINE R(	163	0.370	
MC CAY ROAD	66	0.900	
MC NALLY ROAD	182	0.300	
MEADOW LANE	158A	2.520	
MERCADO DRIVE	241	0.500	
MERCED FALLS ROAD	4	9.040	
MILLER ROAD	86	1.120	
MIRASOL WAY	265	0.650	
MOJICA WAY	235	0.430	
MONTA VISTA		0.090	
MORMON BAR CROSSING	84	0.380	
MOSCA COURT	197	0.080	
MOSHER	95	0.570	
MT. BULLION CUTOFF	10	3.110	
MT. GANES MINE ROAD	61	4.320	
MT. OPHIR ROAD	157	0.790	
MYKLEOAKS DRIVE	167	0.320	
NARCISCO WAY	213	0.270	
NEVADA FALL	158H	0.110	
NO. NINE MINE ROAD	62	1.920	
OAK ROAD	101	2.040	
OLD CONVERSE ROAD	42A	0.500	
OLD HIGHWAY	9	15.130	
OLD HIGHWAY NORTH	89	1.170	
OLD TOLL ROAD	7	6.800	4984 Old Toll Rd.
PALOMA COURT	208	0.100	

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
PANCHITO WAY	266	0.200	
PARAISO BOULEVARD	229	1.290	
PARAJE WAY	267	0.580	
PARASOL COURT	255	0.090	
PARK CIRCLE DRIVE	291	0.360	
PENON BLANCO	36	4.570	FENCED THROUGHOUT
PICADERO WAY	230	0.750	
PINE DRIVE	159A	0.200	
PINE TOP DRIVE	158N	0.590	
PINEY CREEK ROAD	34A	1.550	
PONDEROSA WAY	99	0.770	
PRIEST-COULTERVILLE	40	2.740	
PRINCETON WAY	72D	0.451	
RAINBOW FALLS	159J	0.110	
RAINBOW VIEW	159H	0.090	
RANCHITO DRIVE	231	3.920	
RASTRO WAY	224	0.680	
RIBBON FALL	158G	0.110	
RINCON COURT	268	0.100	
ROMERO STREET	269	0.240	
ROSA COURT	207	0.110	
ROSALINDA COURT	270	0.100	
ROYAL ARCHES	158D	0.540	
SCHAFER	110	0.280	
SCHILLING ROAD	47	5.970	
SCHOOL LANE	72E	0.250	6091 School Lane
SCHOOLHOUSE ROAD	68	1.940	4769 Schoolhouse Rd.
SCOTT ROAD	248	1.070	
SEBASTOPAL ROAD	181	0.640	
SENTINAL DOME	159G	0.070	
SHARP LANE	154	0.170	
SHERLOCK ROAD	96	3.530	
SIERRA DRIVE	159B	0.320	
SILVA ROAD	108	4.360	
SILVER LANE	113	0.400	
SILVER STRAND FALL	158F	0.110	
SLATE GULCH ROAD	63	4.260	
SMITH STATION ROAD	3	4.000	
SNOW CREEK FALL	158E	0.110	
SNYDER CREEK DRIVE	179	0.450	
SNYDER RIDGE ROAD	177	0.780	7067 Snyder Ridge Rd.
SPUR	65	0.270	
STAIRCASE FALLS	159L	0.080	

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint Mileage	Property Exclusions (Owner Control)
STOCKTON CREEK ROAD	155	0.770	
STUMPFIELD MT. ROAD	131	1.660	
SULLIVAN ROAD	82	0.400	
TELEGRAPH ROAD	97	0.480	
TEXAS HILL	48	3.120	
TIP TOP ROAD	132	2.420	
TORITO WAY	271	0.580	
TORRE DRIVE	287	0.650	
TULPIN WAY	199	0.220	
USONA ROAD	133	5.700	
VARAIN ROAD	83	0.540	
VEREDITA STREET	272	0.510	
VERNAL FALLS	158Z	0.070	
VILLARREAL DRIVE	220	1.520	
VIOLETA WAY	195	0.430	
WASS ROAD	294	0.850	
WATT ROAD EXTENTION	293	0.170	
WHEELER GULCH	162	0.300	
WHITE ROCK ROAD	75	19.770	
WHITLOCK ROAD	11	10.420	5287 E Whitlock Rd
WOODLAND DRIVE	185	0.800	
WORMAN ROAD	127	1.330	
YAQUI GULCH ROAD	74	3.220	
YOSEMITE FALL	158J	0.120	
YOSEMITE OAKS	102	1.890	
ZAMORA STREET	226	0.140	
ZARZAL COURT	273	0.110	
ZARZO WAY	240	0.260	
ZELMA WAY	233	0.900	

372.237

Attachment: Weed abatement forms (RES-2021-24 : Approve 3Rd Amendment for Roadside Weed Spraying on County Right of Ways)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-25

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law Enforcement Facility

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment with Vanir Construction Management, Inc. for Space Needs Assessments & Constructability of New Law Enforcement Facility to Extend the Term of the Agreement to December 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On September 17, 2019 Resolution 2019-540 the Board approved and Agreement with Vanir Construction Management, Inc. for the design and construction survey.

On September 11, 2018 Resolution 2018-439 the Board approved the Public Works Director to advertise for a design and construction survey.

The County purchased land adjacent to the Adult Detention Facility for the purpose of constructing a Law Enforcement Center, a Constructability Study is a requirement for a USDA Loan should the County desire to take advantage to Rural Public Facilities Low Interest Loan Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, work performed may not be paid and the project will cease.

FINANCIAL IMPACT:
Fiscal Resources will come from Appropriated Funds.

ATTACHMENTS:
Vanir Const Mgmt, Inc 20-008 (PDF)
Vanir Const. Mgmt 1st amd (PDF)

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

RES. NO. 19-540

20-008

AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUARTERS FACILITY

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of Sept., 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Vanir Construction Management, Inc., ("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 August 13, 2019 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform design services for the new Law Enforcement Headquarters Facility 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 $130,170. 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

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

$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.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 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

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

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.

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

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:

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

CONTRACTOR:
Vanir Construction Management, Inc.
4540 Duckhorn Dr. Suite 300
Sacramento, CA 95834
916.575.8888

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

*Copy to Fresno Office

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.

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

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

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

16. NO WAIVER

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

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.

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

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.

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

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

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Vanir Construction Management, Inc.
STEVEN WHITEHEAD, President

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

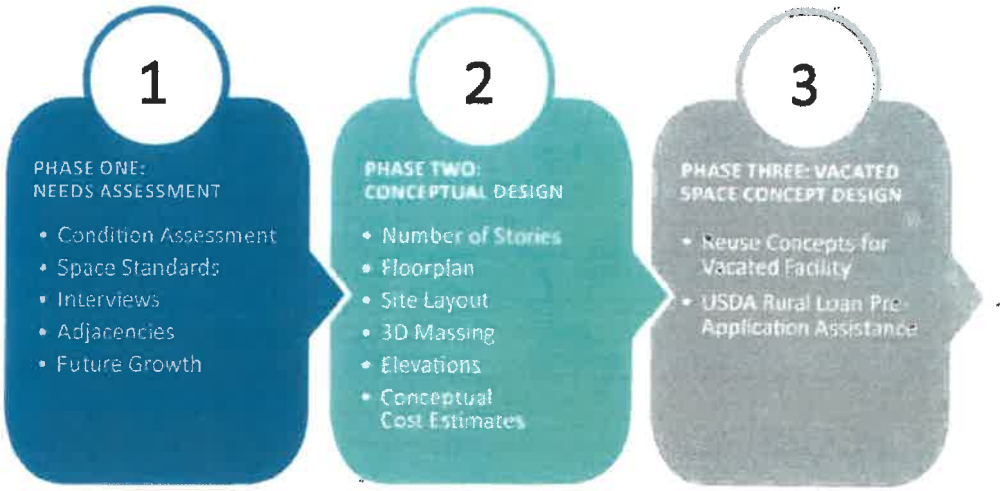
EXHIBIT "A"

Proposed Scope of Services and Approach

Vanir Construction Management, Inc. (Vanir) is a full-service firm. The services provided by Vanir inclide condition assessments; condition reviews; needs assessments; ADA assessments; financial feasibility studies; funding; grant applications; renewable energy technology; architecture; engineering; program / project / construction management; fixtures, furniture, and equipment (FF&E) selection; and warranty services. Vanir's market makeup revolves around justice, healthcare, education, aviation / transportation, infrastructure, and public buildings. It is with this experience that Vanir has a full understanding of the complexities of the Mariposa County Law Enforcement Headquarters Facility project. We have thoroughly read the RFQ and attended the site walk-through, and realize the need for modernization of the Headquarters Facility. It is our understanding that the facility located at 5099 Old Highway North, Mariposa, CA 95338 is for reuse.



Our planning and approach are shown in the following chart, and a detailed expansion of each of the three sections are listed in the Scope of Work section.



Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

EXHIBIT "B"

VANIR
Construction Management, Inc.

2444 Main Street, Suite 130
Fresno, CA 93721
T 559-496-0536
F 559-860-0173
vanir.com

June 6, 2019

County of Mariposa
Attn: Gary Brown, P.E.
4639 Ben Hur Road
Mariposa, CA 95338

RE: Mariposa County Law Enforcement Headquarters Facility - Cost Proposal

Dear Mr. Brown:

Attached is a comprehensive fee proposal with names of the individuals that will have responsibility in the planning effort of your project. The chart below includes proposed fees for each phase of the project as outlined in the RFP.

FULL FEE (FULL SCOPE OF WORK)	
Phase One: Facility Needs Assessment	$36,850
Phase Two: Conceptual Design	[illegible]
Phase Three: USDA Rural Loan Application	$30,940
Reimbursable Expenses	$2,900
Total	**$146,170**

We have estimated work that is included in your scope of work; however, we normally don't see the level of effort in a planning document as outlined in Phase Two, pertaining to the schematic design and architectural look of the facility. This effort is typically commenced once an architect is selected for full design of the facility. We feel we can reduce the project fee if the requirement for building elevations and rendering is not included. We can, however, include samples of other projects we have completed as to an aesthetic character of the building mass. This would be included in the fee below. Our fee reduction would be $16,000 to Phase Two, which would bring the total fee proposal for the three phases as follows:

ALTERNATE FEE (REDUCED SCOPE OF WORK)	
Phase One: Facility Needs Assessment	$36,850
Phase Two: Conceptual Design	$59,480
Phase Three: USDA Rural Loan Application	$30,940
Reimbursable Expenses	$2,900
Total	**$130,170**

Of course, all aspects of our proposal are negotiable, and we can deliver any planning project that you need.

Sincerely,

Jerry Avalos
Principal-in-Charge, Area Manager
Vanir Construction Management, Inc

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

Personnel	Aboytes	Buck	Anderson	King	Loeper	Newton	Sabati	Toy	Holloway
Billing Rate	$170	$185	$120	$145	$110	$100	$155	$145	$100
Task									
Phase One -60 Calendar Days (8 Weeks)									
Conduct Meetings, Workshops, and Site Visits	16	16	16	8	0	8	0	0	0
Conduct Facility and Site Inventory	Inc.	Inc.	Inc.	0	0	8	0	8	3
Collect Site Topography and Acreage	Inc.	Inc.	Inc.	0	0	Inc.	0	0	0
Determine Site Adjacencies and Land Use	Inc.	Inc.	0	0	0	Inc.	0	0	0
Determine Sheriff, 911 EOC Operations	Inc.	Inc.	Inc.	0	0	0	0	0	0
Conduct Facility and Physical Plant Evaluations	4	0	4	8	0	8	0	8	0
Conduct Site Reviews and Evaluations	Inc.	Inc.	Inc.	0	0	Inc.	0	0	0
Determine Community Impacts	Inc.	Inc.	Inc.	0	0	0	0	0	0
Determine Site Infrastructure Capabilities	Inc.	4	4	0	0	0	0	4	0
Determine Facility Space Needs	8	14	4	0	0	8	0	0	0
Establish Department Space Standards	8	8	0	0	0	0	0	0	0
Establish Personal Office Space Standards	Inc.	Inc.	0	0	0	0	0	0	0
Determine LEED Project Status	0	4	0	4	0	0	0	8	0
Determine Anticipated Department Growth	12	0	6	0	0	0	0	0	3
Determination of Construction Delivery Method	Inc.	Inc.	Inc.	0	0	0	0	0	0
Conduct Condition Assessment of Current Buildings	8	Inc.	8	8	0	8	0	4	0
Prepare Timeline	0	0	4	0	0	0	0	0	0
Phase One Total Hours	56	46	46	28	0	40	0	32	6
Phase One Total Fee	$9,520	$8,510	$5,520	$4,060	$-	$4,000	$-	$4,640	$600
Phase One Total: $36,850									

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

Phase Two - 90 Calendar Days (13 Weeks)									
Conduct Meetings, Workshops, Interviews, and Site Visits	8	8	8	0	0	0	0	0	0
Establish Budget and Funding Guidelines	Inc.	Inc.	Inc.	0	0	0	0	0	0
Prepare and Disseminate Staff Survey to All Personnel	4	0	12	0	0	0	0	0	4
Prepare Base Site Plan – New Building Site (1)	4	16	0	0	0	16	0	0	0
Develop Master Planning Site Use Options	6	16	0	8	0	4	0	0	0
Develop Ingress / Egress for New Site	Inc.	Inc.	Inc.	0	0	8	0	0	0
Programming - New Facilities	8	16	4	0	0	0	0	0	0
Determine Adjacencies – New Facilities	Inc.	Inc.	0	0	0	8	0	0	0
Prepare Schematic / Conceptual Floorplan – New Facilities	4	20	0	4	0	24	0	0	0
Solicit Direction Regarding Design Issues	Inc.	Inc.	Inc.	0	0	0	0	0	0
Test Fit – New Facility Conceptual Designs on New Sites	Inc.	Inc.	0	0	0	10	0	0	0
Prepare 3D Massing Drawings	0	16	0	0	0	24	0	0	0
Prepare Key Elevations*	0	8	0	0	8	8	0	0	0
Prepare Renderings*	0	24	0	0	40	40	0	0	0
Prepare Cost Estimates	Inc.	Inc.	0	0	0	0	36	0	0
Determine Essential Services Building Requirements	Inc.	Inc.	Inc.	0	0	0	0	0	0
Determine Number of Floors	0	Inc.	0	0	0	0	0	0	0
Determine Materials and Finishes	2	0	2	.	0	0	0	0	0
Prepare Final Report	28	0	24	12	12	18	0	0	36
Phase Two Total Hours	64	124	50	24	60	160	36	0	40
Phase Two Total Fee	$10,880	$22,940	$6,000	$3,480	$6,600	$16,000	$5,580	$-	$4,000
Phase Two Total: $75,480									

*For our Alternate Fee, we would remove all costs associated with these two line items: Prepare Key Elevations and Prepare Renderings. By removing this from our scope of work, our fee will reduce by $16,000.

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

Phase Three - 45 Calendar Days (6 Weeks)									
Conduct Meetings, Workshops, Interviews, and Site Visits	8	0	8	0	0	0	0	0	0
Prepare USDA Pre Application	Inc.	0	Inc.	0	0	0	0	0	0
Budget Information	4	0	8	0	0	0	0	0	0
Feasibility Reports	16	0	16	0	0	0	0	0	0
Service Area Boundaries	4	0	4	0	0	0	0	0	0
CEQA/NEPA Information	12	0	24	8	0	0	0	0	0
Preliminary Architectural Reports	4	0	4	0	0	0	0	0	0
Assurances Construction Program	8	0	8	0	0	0	0	0	0
Financial Statements	4	0	4	0	0	0	0	0	0
Assemble Document for Submission to USDA	20	0	40	0	0	0	0	0	0
Complete USDA Checklists	4	0	4	0	10	0	0	0	0
Total Hours	84	0	120	8	10	0	0	0	0
Total Fee	$14,280	$-	$14,400	$1,160	$1,100	$-	$-	$-	$-
Phase Three Total: $30,940									

Total Hours (Phases 1 – 3)	204	170	216	60	70	200	36	32	46
Total Fee (Phases 1 – 3)	$34,680	$31,450	$25,920	$8,700	$7,700	$20,000	$5,580	$4,640	$4,600
Total (Phases 1 – 3): $143,270									

Reimbursable Expenses	
Travel and Printing	$2,900
Grand Total	
Phases 1 – 3 ($143,270) + Reimbursable Expenses ($2,900)	**$146,170**

Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center License #0B29370 PO Box 13847 Sacramento CA 95853	**CONTACT NAME:** Rebecca Foster **PHONE (A/C, No, Ext):** 916 576-1524 **FAX (A/C, No):** 916 583-7613 **E-MAIL ADDRESS:** Rebecca.Foster@epicbrokers.com
INSURED VANICONS Vanir Construction Management, Inc. 4540 Duckhorn Drive, Suite 300 Sacramento CA 95834	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Co — 16535 **INSURER B :** Travelers Prop Casualty Co of America — 25674 **INSURER C :** Lloyds of London — 85202 **INSURER D :** Liberty Insurance Underwriters. Inc. — 19917 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 487654154 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO102078403	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA1N956267	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			100018366104	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC102078303	7/1/2019	7/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made-Retro Date 01/01/1982			B0702BN301750N	7/1/2019	7/1/2020	Each Claim/Aggregate Deductible	$3,000,000 $100,000

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

Re: New Law Enforcement HQ Facility, Agreement #20-008. Additional Insured: County of Mariposa, its officers, officials, employees and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements. Notice of cancellation to the certificate holder applies per the attached endorsements. Auto Liability and Professional Liability notice of cancellation will follow upon receipt from carriers.

CERTIFICATE HOLDER

County of Mariposa
Attn: Jean Dordan, Public Works
4639 Ben Hur Road
Mariposa CA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078403	07/01/19	07/01/20	07/01/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Vanir Construction Management, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

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

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

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

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms and conditions of this policy remain unchanged.

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Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

General Liability Supplemental Coverage Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO102078403	07/01/19	07/01/20	07/01/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

   Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

   a. Is newly acquired or formed during the policy period;

   b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

   c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

   Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II** – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

   3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

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In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

(a) You;

(b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and

(c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

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(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A** – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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Attachment: Vanir Const Mgmt, Inc 20-008 (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

Policy #BA1N956267

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos 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.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   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 an "employee's" name, with your

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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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO 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 written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

      (1) Excess while it is connected to a motor vehicle you do not own; or

      (2) Primary while it is connected to a covered "auto" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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Policy #WC102078303

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY WC 04 03 06 (Ed. 4-84)

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 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078403	07/01/19	07/01/20	07/01/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/19 Policy No. WC102078303 Endorsement No.
Insured Vanir Construction Management Premium $

Insurance Company Zurich American Insurance Company

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Attachment: Vanir Const. Mgmt 1st amd (RES-2021-25 : Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law

FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUARTERS FACILITY

THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES is made and entered into this _____ day of _____2021 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Vanir Construction Management, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated September 17, 2019, wherein **Contractor** agreed to provide design service; and

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

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to from June 30, 2020 to December 31, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All Provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2020.

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:

_____
Vanir Construction Management, Inc.

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-26

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Contract Extension for Airport Services with Airborrn Aviation Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to the Agreement with Airborrn Aviation Services for Airport Services to Extend the Term Until June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This extension will allow for additional time for the parties to negotiate a longer term agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors entered into an agreement with Airborrn Aviation to provide Airport Services under Board Resolution 15-477.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This contract will not be extended and alternative staffing plans will be put in place using County staff to staff the airport facility.

FINANCIAL IMPACT:
None, this is extension of an existing agreement which is paid through Airport Fees

ATTACHMENTS:
Airborrn Aviation 2nd amd (PDF)
Amend 1 Airborrn Aviation (PDF)
Agreement Airborrn Aviation (PDF)
Resolution 15 477 Airborrn Aviation (PDF)

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

SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE 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 Airborn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport management services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated July 7, 2020 to extend the term of the Agreement to December 31, 2020; and

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

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

1. Paragraph 6, "TERM", is hereby amended to extend the term of the Agreement from December 31, 2020 to June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2020.

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:

_____
Anthony Borreson

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Airborn Aviation 2nd amd (RES-2021-26 : Contract Extension for Airport Services with Airborn Aviation Services)

FIRST AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS FIRST AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE is made and entered into this _____ day of _____ 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Airborn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport management services; and

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

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

1. Paragraph 6, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Except as herein amended, the Agreement dated October 6, 2015 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

_____
Kevin Cann, Chairman
Mariposa County Board of Supervisors

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

CONTRACTOR:

_____
Anthony Borreson

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Amend 1 Airborn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborn Aviation Services)

RES. NO. 15-477

AIRPORT MANAGEMENT AGREEMENT AND LEASE

This **AIRPORT MANAGEMENT AGREEMENT AND LEASE** (hereinafter called "this Agreement"), is made and entered into in the County of Mariposa, State of California, as of October 7, 2015, by and between the **COUNTY OF MARIPOSA**, hereinafter called **COUNTY**, and **AIRBORRN AVIATION SERVICES,** hereinafter called **MANAGER**.

WITNESSETH

WHEREAS, pursuant to the provisions of Section 26020 et seq. of the Government Code of the State of California, **COUNTY** owns and operates an airport in the County of Mariposa, State of California, commonly known as the Mariposa/Yosemite Airport (hereinafter called "Airport"); and

WHEREAS, the Mariposa County Board of Supervisors requested proposals from interested parties to manage the Airport and provide certain commercial services; and

WHEREAS, the proposal submitted by **MANAGER** was selected by the Board of Supervisors; and

WHEREAS, **MANAGER** is willing and desires to manage the Airport and provide certain commercial services pursuant to the terms herein; and

WHEREAS, the parties wish to provide for the leasing of property by the **COUNTY** to the **MANAGER** at the Airport for the purpose of providing certain commercial services and airport management functions;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **LEASED PREMISES:** For and in consideration of the mutual covenants contained herein, **COUNTY** hereby grants to **MANAGER** the exclusive right to occupy the real property located at the Airport, as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, hereinafter the **LEASED PREMISES**, subject to the **COUNTY's** right of entry for inspection and similar purposes.

2. **TERM:** This Agreement shall commence on the 7th day of October 2015, and shall terminate on the 31st day of October, 2020. This Agreement shall be renewable thereafter as mutually agreed by the **COUNTY** and **MANAGER**.

Attachment: Agreement Airborrn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborrn Aviation Services)

3. **MANAGER RESPONSIBILITIES:** **MANAGER** will be responsible for managing the Airport for the use and benefit of the public, and for providing certain commercial services, subject to the **COUNTY's** authority as owner of the Airport and further subject to **COUNTY's** obligations pursuant to federal and state law and contractual commitments to the federal government as more particularly described in Section 6 of this Agreement. **MANAGER'S** specific obligations shall include the following responsibilities, divided by those responsibilities that will take effect upon approval of this agreement, and those responsibilities that will come into effect twelve (12) months from approval of this agreement unless mutually agreed to be brought into effect earlier by **COUNTY** (represented by the Director of Public Works) and **MANAGER**.

The following responsibilities will come in to effect upon initial approval of this agreement:

a) **MANAGER** will designate an individual to serve as the Airport Manager, who shall have primary responsibility for the airport management functions enumerated in this Section 3. **MANAGER** shall promptly notify **COUNTY** of any change in the designated Airport Manager. An Airport Manager shall be stationed at the Airport throughout the term of this Agreement.

b) **MANAGER** will be responsible for billing and collecting rental fees for short term (less than twelve months) use of hangars, tie-downs, and any other leased space at the Airport, including land use agreements with outside agencies, and may retain the revenue derived therefrom.

c) **MANAGER** may request of **COUNTY** that the Mariposa County Board of Supervisors take formal action to adjust the rental rate on tie-downs at the Airport.

d) **MANAGER** will conduct meetings to solicit input from Airport tenants and users and other interested parties. At **MANAGER's** option, attendance and participation in the Airport Advisory Committee shall satisfy this requirement.

e) **MANAGER** will participate in inspecting hangars to ensure that activities conducted therein are consistent with applicable agreements and do not present any risk to aeronautical activities at the Airport.

f) **MANAGER** may recommend to **COUNTY** that **COUNTY** terminate a hangar or ground lease or tie-down permit for non-compliance with terms of the applicable lease or permit; provided however that **COUNTY** reserves the right, in its sole

Attachment: Agreement Airborrn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborrn Aviation Services)

discretion, to terminate any lease or permit but whose decision to terminate will not be unreasonably withheld or delayed.

g) **MANAGER** may request of **COUNTY** that **COUNTY** amend this Agreement or enter into a separate agreement for the purpose of constructing additional aircraft storage hangars or maintenance hangars.

h) **MANAGER** is authorized to permit aircraft owners and operators to store aircraft at the Airport, in available hangars owned by the **COUNTY** and available tie-downs, so long as the term does not exceed twelve months. **MANAGER** shall use a standard form aircraft storage permit or hangar lease approved by the **COUNTY**. **COUNTY** reserves the right to deny use of the Airport; **MANAGER** is not authorized by this **AGREEMENT** to deny use of the Airport under any circumstances unless required by law to do so.

i) **MANAGER** will facilitate the long-term lease of Airport property by coordinating with prospective tenants and presenting draft agreements to **COUNTY** for negotiation and execution.

j) **MANAGER** will advertise the Airport in appropriate publications including a webpage and other aviation oriented media.

k) **MANAGER** will host seminars and promote airport assets, activities, and opportunities to local schools and the general public.

l) **MANAGER** shall immediately notify the **COUNTY** of any event or condition at the Airport which is known or which should reasonably be known that may present a risk to human health or the environment, including without limitation, any aircraft incident or accident, any fuel spill or release of any hazardous substance, or any weather or climatic condition presenting a risk to the operation of aircraft or the Airport.

m) In addition to services required by this agreement, **MANAGER** is authorized, but not required, to provide the following services and to engage in the following activities:

i) Apron services including loading and unloading of passengers, baggage, mail, and freight; provision of ramp equipment and ramp services such as repositioning of aircraft, aircraft cleaning, and other services for commercial

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operators or other persons or firms.

ii) Special flight services, including aerial sightseeing, aerial advertising, towing aircraft, and aerial photography.

iii) Sales of new and used aircraft.

iv) Flight training.

v) Aircraft rental

vi) Aircraft charter operations, conducted by **MANAGER** or subcontractor or **MANAGER** in accordance with applicable Federal Aviation Administration regulations.

n) **MANAGER** is granted exclusive use and occupancy of the terminal included in the **LEASED PREMESIS** as a storefront for commercial operations including all manner of activities authorized by this agreement and other such activities approved by the Director of Public Works. **MANAGER** will assume responsibility for routine maintenance, security, cleanliness, and appearance of terminal building, including maintaining rest rooms in a clean and fully stocked status. **MANAGER** may allow use of terminal building for other purposes including meetings of community groups, Experimental Aircraft Association, and firefighting response personnel, and may charge fees for such use.

o) **MANAGER** may use the residence included in the **LEASED PREMISES** as a pilot resting facility, as short-term flight crew quarters for temporary use, as living quarters for the designated Airport Manager or another employee assigned as part of his/her official duties, or for any other purpose pre-approved by the Director of Public Works. It is the responsibility of **MANAGER** to comply with potential requirements for Transient Occupancy Tax permits and inspections associated with any use of residence.

p) Prior to taking possession of keys and alarm codes for the terminal building and residence, **COUNTY** and **MANAGER** shall conduct a walkthrough of the terminal building and residence to document presence and condition of property, materials, electronics, furniture, and determine disposition for removal and storage of items, to the satisfaction of both parties.

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q) **MANAGER** must notify Director of Public Works prior to initiating additional commercial aeronautical and/or commercial non-aeronautical services beyond the services enumerated in this Section 3.

r) **MANAGER** will ensure that all activities undertaken or allowed by **MANAGER** will be in accordance with the Mariposa/Yosemite Airport Master Plan. Any exceptions to this provision will require the approval of the County Board of Supervisors.

s) **MANAGER** shall comply with the Airport Rules and Regulations, as may exist as of the effective date or promulgated or amended thereafter, and all applicable requirements under federal, state and local law and Federal Aviation Administration regulation in carrying out its obligations hereunder.

t) **MANAGER** shall make annual public reports to the Mariposa County Board of Supervisors summarizing all activities undertaken or allowed by **MANAGER** at the Airport.

The following responsibilities will come in to effect, collectively, twelve (12) months from the initial approval of this agreement:

u) **MANAGER** shall inspect the Airport runway at least once each day of operation, including weekends, to ensure that the runway is free of foreign objects and debris.

v) **MANAGER** shall assume operation and maintenance of the aircraft fuel dispensing system and tank located at the Airport and shall ensure 100 low-lead aircraft fuel remains available for sale by means of a commercial self-service system. **MANAGER** shall ensure that a sufficient volume of aircraft fuel remains available at the Airport at all times to serve the needs of Airport tenants and users, and shall not allow fuel tank levels to drop below 50% without prior approval from Director of Public Works. Upon assumption of fuel operation responsibilities, **MANAGER** shall set the price of fuel, will retain any revenue derived from fuel sales, and shall complete required fuel testing and record keeping, including any testing required on weekends. **MANAGER** shall ensure that 12,000 gallons of 100 low-lead aircraft fuel is available at the Airport upon termination of this Agreement for any reason.

w) **MANAGER** shall, in order to achieve "attended" status as an airport, staff the

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Airport Terminal from 10 AM to 4 PM, Monday through Friday, with the exception of the following holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Exceptions to this provision shall be approved in advance by the Director of Public Works. This provision does not preclude additional operating hours and days at the discretion of **MANAGER**.

x) **MANAGER** shall provide basic pilot and aircraft support services by offering aircraft and aviation related supplies, software, services, etc. for sale, as the **MANAGER** determines necessary.

y) **MANAGER** shall have the exclusive right to maintain a rental car business at the airport and shall ensure that ground vehicles are available for rent at the Airport throughout the term of this Agreement.

z) Subject to mutual agreement of terms between **MANAGER** and **COUNTY** by future modification to this agreement, but no sooner than twelve (12) months from the effective date of this agreement, **MANAGER** may assume responsibility for administration of long term hangar leases, including billing and collecting of fees, and will retain revenue derived therefrom in that is excess of revenue required by **COUNTY** to offset expenses.

4. COUNTY RESPONSIBILITIES:

a) **COUNTY** shall be responsible for maintaining and repairing the Airport airfield, including runways, lighting, AWOS, taxiways, tie-down areas, and common-use ramp; and for maintaining the Airport grounds.

b) **COUNTY** shall be responsible for Notice to Airmen (NOTAM).

c) **COUNTY** shall be responsible for operation and maintenance of terminal and fuel dispensing system until **MANAGER** assumes operations of these facilities.

d) **COUNTY** shall be responsible for administering long term hangar leases including billing and collecting rental fees, and will retain the revenue derived therefrom, until such time as **MANAGER** assumes responsibility.

e) **COUNTY** shall be responsible for ensuring that the Airport complies with all applicable requirements and standards imposed by the State of California and

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the United States Government concerning the operation of the Airport and the environmental conditions thereon; provided however, that **MANAGER** shall assist in satisfying applicable requirements including, without limitation, accompanying any representative of the state or federal government in a tour or inspection of the Airport at the **COUNTY's** request, and providing information and documents as may be requested by a state or federal agency at the **COUNTY's** express direction.

f) **COUNTY** reserves the right to improve the Airport, including without limitation, making improvements to the Airport runways or taxiways and constructing new facilities at the Airport.

g) **COUNTY** shall be responsible for providing emergency police and firefighting services at the Airport, including but not limited to, both structure and aircraft firefighting.

h) **COUNTY** reserves the right to close the Airport in emergencies and further reserves the right to seek and obtain FAA approval to close the Airport on a temporary basis for special events. **MANAGER** reserves the right to suspend operations during Airport closure.

i) **COUNTY** reserves the right to authorize the lease of Airport property for terms exceeding twelve months.

j) **COUNTY** reserves the right to authorize any individual or business to conduct commercial aeronautical activities at the Airport.

k) **COUNTY** reserves the right to authorize or deny the use of the Airport for any non-aeronautical activity.

l) **COUNTY** shall ensure that 12,000 gallons of 100 low-lead aircraft fuel is available at the Airport prior to MANAGER assuming responsibility for fuel operations.

5. **FINANCIAL OBLIGATIONS OF COUNTY AND MANAGER:**

a) **COUNTY** shall retain hangar rent proceeds and make all required payments to the California Department of Transportation, per the long-term hangar financing agreement, until such time as this Airport Manager agreement is modified per

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Paragraph 3(z).

b) **MANAGER** shall be authorized to retain the rent proceeds associated with any other parcels or structures owned by **COUNTY**, and revenues from commercial services provided by **MANAGER**.

c) **COUNTY** shall be responsible for the costs to maintain the aircraft fuel storage tanks and self-service fuel dispensing system, and will retain any proceeds from fuel sales, until such time as **MANAGER** assumes operation of these facilities.

d) **COUNTY** shall maintain adequate insurance on the hangars, terminal and fuel tank farm.

e) **COUNTY** shall be responsible for the utility costs associated with the Airport airfield and runway lighting system.

f) **MANAGER** shall be responsible for utility costs in connection with the **LEASED PREMISES** operated by **MANAGER**. **MANAGER** will assume account service for telephone, internet, alarm service, and propane to terminal and residence. **COUNTY** will continue to receive billing for electrical service, and will invoice **MANAGER** monthly for usage according to formula prepared by the Director of Public Works to reasonably split charges falling under meters that serve leased as well as public functions.

6. **TERMS REQUIRED BY FAA**: The following terms are required to be included in this Agreement in satisfaction of COUNTY's obligations to the Federal Aviation Administration:

a) **MANAGER**, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the **MANAGER** shall use the premises in compliance with all other requirements imposed by or pursuant to

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49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b) **COUNTY** reserves the right to further develop or improve the land area of the Airport as it sees fit, regardless of the desires or views of the **MANAGER** and without interference or hindrance.

c) **COUNTY** reserves the right, but shall not be obligated to the **MANAGER**, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the **MANAGER** in this regard.

d) This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the **COUNTY** and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the **MANAGER** or any occupant to comply with the requirements of any existing or future agreement between the **COUNTY** and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of **MANAGER'S** rights hereunder.

e) There is reserved to the **COUNTY**, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the **LEASED PREMISES**. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport premises.

f) **MANAGER** agrees to comply with the notification and review requirements covered in Title 14 CFR Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the **LEASED PREMISES** or in the event of any planned modification or alteration of any present or future building or structure situated on the **LEASED PREMISES**.

g) **MANAGER**, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the

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requirements of Title 14 CFR Part 77 to constitute an obstruction or hazard. In the event the aforesaid covenants are breached, **COUNTY** reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the **MANAGER**.

h) **MANAGER**, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the **LEASED PREMISES** in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, **COUNTY** reserves the right to enter upon the **LEASED PREMISES** and cause the abatement of such interference at the reasonable expense of **MANAGER**.

i) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40101(e) or 49 U.S.C. § 47107(a)(4).

j) This Agreement and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

k) **MANAGER** will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that **MANAGER** may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7. **VOLUNTARY ASSIGNMENT**: Except as expressly provided herein, **MANAGER** shall not assign this Agreement nor any right hereunder, nor sublet the LEASED PREMISES, nor any part thereof, or suffer any other person to occupy the LEASED PREMISES or any portion thereof without prior written consent of the **COUNTY**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **COUNTY** terminate this Agreement. This provision does not prohibit the MANAGER from allowing other parties to utilize the LEASED PREMISES for permitted functions and events.

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8. **INVOLUNTARY ASSIGNMENT**: **MANAGER** agrees that, except as expressly provided herein, neither this Agreement or any interest herein shall be assignable or transferable unless otherwise agreed in writing by the parties hereto, which consent shall not be unreasonably withheld.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION**: **MANAGER** may maintain on the LEASED PREMISES improvements as necessary to facilitate the use of the LEASED PREMISES. Any structure and/or alteration, including new construction, must first be approved by the Mariposa County Board of Supervisors. Prior to any construction or work of improvement on the LEASED PREMISES, MANAGER shall furnish to COUNTY evidence that sufficient monies will be available to complete MANAGER'S proposal. COUNTY and MANAGER agree that such evidence shall represent at least the total estimated cost of construction and that said evidence may take one of the following forms:

A Performance Bond to be supplied by **MANAGER'S** contractor or contractors and issued jointly to **MANAGER** and **COUNTY** as Obligee. **MANAGER'S** contractor or contractors shall also submit to **COUNTY** a Certificate of Insurance as evidence of Workers' Compensation Insurance coverage.

Pledge of an escrow which will include funds received as proceeds of a financing contemplated by **MANAGER**. Such escrow shall be designated a "construction fund" and such fund shall be subject to periodic draw down in accordance with terms of the escrow.

10. **RIGHT OF RE-ENTRY OF COUNTY**: It is expressly agreed that in the event **MANAGER** creates or causes any material breach of this Agreement, **COUNTY** shall have the right and option to re-enter the LEASED PREMISES, take possession thereof, and remove all persons as provided by law.

11. **SURRENDER OF POSSESSION**: At the expiration of this Agreement, MANAGER promises and agrees to deliver unto COUNTY the LEASED PREMISES in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

12. **POSSESSORY INTEREST**: **MANAGER** recognizes and understands that to the extent this Agreement may or may not create a possessory interest subject to property taxation that the **MANAGER** is solely responsible for the payment of any taxes levied or assessed on the **LEASED PREMESIS**. **COUNTY** expresses no opinion on the taxable effect of this Agreement.

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13. **INDEMNITY:** MANAGER shall and hereby covenants that it will indemnify and defend, upon request of COUNTY, COUNTY, its governing board, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of MANAGER, its employees, agents, independent contractors, or invitees. This shall include any acts or omissions which may occur during construction, modification or removal of the improvements on the LEASED PREMISES pursuant to Paragraph 9. MANAGER'S obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **MANAGER** particularly agrees to indemnify, defend (upon request of **COUNTY**) and hold **COUNTY**, its governing board, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill, discharge or other release of hazardous material that occurs at any time during **MANAGER'S** occupancy of the **LEASED PREMISES** as a result of any use(s) of the **LEASED PREMISES** and/or the occupancy of the **LEASED PREMISES** by **MANAGER** or as a result of **MANAGER'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements. **MANAGER'S** obligations under this Section shall survive the expiration or termination of this Agreement.

COUNTY shall and hereby covenants that it will indemnify and defend, upon request of **MANAGER**, **MANAGER**, its members, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of **COUNTY**, its employees, agents, independent contractors, or invitees **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **COUNTY** particularly agrees to indemnify, defend (upon request of **MANAGER**) and hold **MANAGER**, its members, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill,

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discharge or other release of hazardous material that occurs as a result of any use(s) of the **LEASED PREMISES** or Airport and/or the occupancy of the **LEASED PREMISES** or Airport by **COUNTY** or as a result of **COUNTY'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements provided that **MANAGER** shall not settle or compromise any claim without prior written consent of **COUNTY**, not to be unreasonably withheld or delayed. **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

14. **INSURANCE**: During the term of this Agreement, MANAGER shall obtain and keep in full force and effect an airport general liability and automobile policy or policies of at least Three Million Dollars ($3,000,000) combined limit for bodily injury and property damage; provided that the COUNTY, its officers, employees, volunteers, and agents are to be named additional insureds under the policies and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by MANAGER and its subcontractors, and that no other insurance effected by COUNTY or other named insureds will be called on to cover a loss covered thereunder. **MANAGER** will also obtain and keep Worker's Compensation insurance for employees 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. **MANAGER**'s insurance shall be with insurers holding an AM Best rating of A, VII, or higher unless otherwise found acceptable by the **COUNTY**. **MANAGER** hereby grants to **COUNTY** a waiver of subrogation which any insurer of **MANAGER** may acquire against the **COUNTY** by virtue of the payment of any loss under such insurance. **MANAGER** 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. Where possible, all policies shall be endorsed so that insurer provides **COUNTY** with notice of cancellation.

MANAGER shall complete and file with the **COUNTY** prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in this section and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to **COUNTY** prior to the effective date of such cancellation.

15. **PUBLIC EMPLOYEES RETIREMENT SYSTEM**: In the event that **MANAGER** or any employee, agent, or subcontractor of **MANAGER** providing services under this Agreement is

Attachment: Agreement Airborrn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborrn Aviation Services)

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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**, **MANAGER** shall indemnify, defend, and hold harmless **COUNTY** for the payment of any employee and or employer contributions for CalPERS benefits on behalf of **MANAGER** 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 the **COUNTY.**

16. **CHANGE OF ADDRESS**: It shall be MANAGER'S responsibility to inform COUNTY of any change of address.

17. **INSPECTION**: **COUNTY** shall have the right to enter upon the **LEASED PREMISES** at all reasonable times to inspect the **LEASED PREMISES** and **MANAGER'S** operation thereon. **COUNTY** reserves the right to enter upon the **LEASED PREMISES** for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as **COUNTY** may reasonably deem desirable in connection with the development of the Airport after giving reasonable notice to MANAGER. COUNTY shall indemnify **MANAGER** against all damage (including but not limited to damage to the improvements and personal property of **MANAGER**) and loss caused to **MANAGER** and/or its agents or customers by the exercise of the rights reserved in this Section.

18. **TERMINATION PRIOR TO EXPIRATION**:

a) **COUNTY** shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events:

i) Upon one hundred eighty (180) days written notice.

ii) **MANAGER'S** insolvency/bankruptcy.

ii) **MANAGER'S** material breach of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

iii) The abandonment of the **LEASED PREMISES.** Should this occur, **COUNTY** shall not be responsible for the custodial protection of **MANAGER'S** abandoned property, fixtures or equipment.

b) **MANAGER** shall have the right to terminate this Agreement on the occurrence of any of the following events:

i) Upon material breach by **COUNTY** of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

ii) **MANAGER** shall have the right to terminate this Agreement upon one hundred eighty (180) days written notice.

iii) Damage to or destruction of all or a material part of the premises or airport facilities necessary to the operation of **MANAGER's** business.

iv) The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the airport, or any substantial parts thereof, in such a manner to restrict **MANAGER** from conducting business operations for a period in excess of ninety (90) days.

19. **BREACH:** In the event of breach of this Agreement by either party, the COUNTY and MANAGER shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

20. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **MANAGER** as an agent or representative of the **COUNTY** for any purpose or in any manner whatsoever.

21. **NOTICES:** Any notice to the **MANAGER** shall be sufficient if sent by certified mail, postage prepaid, addressed to Airborn Aviation Services, 5020 Macready Way, Mariposa CA 95338. Any notice to the **COUNTY** shall be sufficient if sent by certified mail, postage prepaid, addressed to **COUNTY** at Mariposa County, Director of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The address to which the notices shall be mailed, as aforesaid, to either party may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

22. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or

Attachment: Agreement Airborrn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborrn Aviation Services)

other condition or covenant.

23. **SUCCESSORS AND THIRD-PARTY BENEFICIARIES**: This Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties. This Agreement shall not confer any rights or remedies upon any third-party not a party to this Agreement.

24. **ENTIRE AGREEMENT**: This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreement and understandings with respect thereto. This Agreement may only be amended by a written document duly approved and executed by the parties hereto.

25. **AUTHORIZED AGENT**: The Director of Public Works is the duly authorized agent of COUNTY for purposes of this Agreement, and as to any obligations assumed herein by MANAGER, they shall be performed only to the reasonable satisfaction of the Director of Public Works and to no other person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY:

Merlin Jones, Chairman
Mariposa County Board of Supervisors

MANAGER:

Anthony Borreson
Airborrn Aviation Services

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Agreement Airborrn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborrn Aviation Services)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2015-477

MEETING: October 6, 2015

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve an Airport Manager Agreement with Airborrn Aviation Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Airborrn Aviation Services to Operate at the Mariposa/Yosemite Airport as the Airport Manager, and Authorize the Board of Supervisors Chair to Sign the Agreement.

Entering into an Agreement with Airborrn Aviation Services (AAS) will enable a mutual goal of having a safe and well maintained airport facility that serves the public and general aviation community.

The proposed agreement is divided into two phases. In the first year, AAS will occupy the terminal building and residence, assuming maintenance and utilities responsibilities for those facilities, and will begin to engage in commercial activities that may include flight training, flight seeing, and offering services to aviators. While no specific additional responsibilities are prescribed, there is no doubt that the active and regular presence of AAS at the airport will be of substantial benefit. During this period, Public Works will continue to administer long term leases, fuel sales, and inspections/testing. During this period the County should see reduced utility and routine maintenance expenses in the Airport Fund, but may see increased expenses as the increase in activity at the Airport could expose unanticipated underlying issues. After one year, the agreement stipulates that AAS will assume fuel sales, inspections, testing, making rental cars available, and staffing the terminal at a level needed to shift the airport to "Attended" status. Administration of longer term hangar leases will remain with Public Works, as will the revenue derived from that activity, but may be the topic a future modification to this Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the original agreement with KMPI and has met several times to discuss the status of the Airport and the proposals for a Fixed Base Operator. Public Works brought forward a draft agreement on August 11, 2015, which stimulated a healthy dialogue with the Board, staff, and the prospective Airport Manager. The

Attachment: Resolution 15 477 Airborrn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborrn Aviation Services)

Board issued direction to pursue a short term agreement to enable near term occupation of the facilities while finalizing a longer term agreement. After meeting with AAS and reviewing boilerplate short term agreements, it was mutually concluded that by modifying the long term agreement the intent of that direction could be satisfied just as expediently.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could elect to leave the Mariposa/Yosemite Airport in the status quo, resulting in the airport remaining unattended, and in the opinion of staff, underutilized. The Board could also direct another Request for Proposal period, but risk losing a local interested potential operator. The Board could find that parts of the agreement are unsatisfactory and provide direction to Public Works to seek modifications to the proposed agreement.

FINANCIAL IMPACT:
Adjustments to the Airport Budget will be done at a later date to if necessary to support the FBO Agreement. It is not anticipated that these adjustments will have a negative impact on the General Fund. Currently this budget has no net county cost.

ATTACHMENTS:
Airport Manager Lease October 2015 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 9/30/2015

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

Attachment: Resolution 15 477 Airborrn Aviation (RES-2021-26 : Contract Extension for Airport Services with Airborrn Aviation Services)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-27

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Adopt a Resolution Use of CMAC Funding to Pave Leonard Road

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution seeking approval for the Leonard Road Surface Project utilizing Congestion Mitigation Air Quality (CMAQ) Program Funding in the amount of $900,000.

CMAQ Funding can be applied for advancing projects that minimize traffic congestion or improve air quality, this project seeks to improve the traffic generated dust particulates estimated to exceed 55,000 pounds per year within this heavily residential area of the County.

Staff looked at a number of potential gravel roads to offer as a CMAQ Project but either other locations far exceeded the available funding to complete the project or the particulate level or impacts on residential homes were less than it was determined at this site.

This road improvement has long been promised to the residents of this area. Roughly 20 years ago this project began only to be cut short when funding was lost or reapportioned to a higher priority at the time. This project will partially fill a paving gap in an area where numerous residential properties are situated. This project will greatly improve the air quality of the area dramatically for the estimated 123 residential properties in the immediate area that use this road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
To our knowledge this is the first time that CMAQ Funding has been used by the County for this purpose and our project application will need both State and Federal Approval. At this juncture staff is simply seeking your approval to submit this project for consideration by both State and Federal Funding Authorities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Staff will seek to find other uses for this project funding.

FINANCIAL IMPACT:

This project will be funded using CMAC Monies 88.53% and request that Toll Credits, if available, be used for the remaining 11.47% Local Share. Should Toll Credits not be available we propose to use SB1 resources for the Local Match.

ATTACHMENTS:
CMAQ Resolution Road Paving Project (PDF)

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

MARIPOSA COUNTY RESOLUTION 20-XXX

RESOLUTION SUPPORTING TIMELY USE OF FUNDING
CONGESTION MITIGATION AIR QUALITY(CMAQ)
LEONARD ROAD SURFACING PROJECT

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the "timely use" of State and Federal funding; and

WHEREAS, Mariposa County is able to apply for and receive Federal funding under the Congestion Mitigation Air Quality (CMAQ) program; and

WHEREAS, an application for the Leonard Road Surfacing Project has been prepared (herein referred to as PROJECT); and

WHEREAS, the County desires to ensure that its PROJECT is delivered in a timely manner to preclude the Mariposa region from losing those funds for non-delivery; and

WHEREAS, it is understood by the County that failure for not meeting project delivery dates for any phase of the PROJECT may jeopardize federal or state funding to the region; and

NOW THEREFORE , BE IT RESOLVED that the Mariposa County Board of Supervisors hereby agrees to comply with the requirements as set forth in the CMAQ program, ensure that all project delivery deadlines for all the PROJECT phases will be met or exceeded, and provide the required local matching funds.

BE IT FURTHER RESOLVED that the Mariposa County Board of Supervisors does direct its management and engineering staff to ensure the PROJECT is carried out as described in the complete application and, if approved, in a timely manner as per the requirements of AB 1012 for the amount programmed in the FTIP and the directive of the Board of Supervisors.

PASSED AND ADOPTED this xx day of December 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Board Chair

ATTEST:

APPROVED AS TO FORM:

René LaRoche, Clerk of the Board

Steven W. Dahlem, County Council

Attachment: CMAQ Resolution Road Paving Project (RES-2021-27 : Adopt a Resolution Use of CMAC Funding to Pave Leonard Road)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-28

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire Stations

---

RECOMMENDATION AND JUSTIFICATION:

Authorize the Director, Public Works and Transportation to Advertise, Accept Bids and Award Contract(S) for the Replacement of Three (3) Fire Station Roofs Provided Bids Received Are Within Budget (Subject to Approval as to Legal Form by County Counsel).

This bid will replace much needed roofs at the Lushmeadows Fire Station (Station 29), Airport Fire Station (Station 25) and the Coulterville Fire Station (Station 26). Funding for these projects will be through CSA 3 Funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has traditionally approved competitive bidding of critical infrastructure of County Facilities such as these.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this item not be approved the project will not be bid and the facility integrity will suffer possible permanent and extensive future weather damage.

FINANCIAL IMPACT:

CSA-3 Funding will be used for for these projects and as such there will be no General Fund Inpacts

ATTACHMENTS:

Bid Fire Station Roof (1) (PDF)
Special Provisions Fire Station Roof (1) (PDF)

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

COUNTY OF MARIPOSA

DEPARTMENT OF PUBLIC WORKS

BID BOOK

(BID PACKAGE 1 OF 2)
FOR

County Fire Station Roofing Repair Project

County Project # 0910-1506

January 7, 2021

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

BOARD OF SUPERVISORS

Marshall Long, Chair (District 3)
Rosemarie Smallcombe, Vice Chair (District 1)
Wayne Forsythe (District 4)
Miles Menetrey (District 5)
Tom Sweeney (District 2)

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

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

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Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PROPOSAL

County Fire Station Roofing Repair Project
County Project # 0910-1506

NAME OF BIDDER: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: ( ) FAX: ( )

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

Year established _____ Estimated yearly contracts _____

The work to be done and referred to herein is:

County Fire Station Roofing Repair Project
County Project # 0910-1506

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

The Notice to Contractors and Special Provisions (Bid Package 2 of 2), Notice to Contractors & Special Provisions

County Fire Station Roofing Repair Project
County Project # 0910-1506

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

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items.

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

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

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

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

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

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

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

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

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

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

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BASE BID

County Fire Station Roofing Repair Project
County Project # 0910-1506-1

LUSHMEADOWS FIRE STATION 29

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	REMOVE & DISPOSE OF EXISTING ROOFING, FLASHING, & FASCIA	SF	4,700		
2	REPAIR ALL DRY ROT, ROTTEN SHEETING, & FIX TRUSSES	T&M	NTE $5,000		
3	PRIME & INSTALL FASCIA (PAINT AFTER ROOF INSTALLED)	LF	370		
4	INSTALL SYNTHETIC FELT, & HIGH TEMP ICE AND WATER MEMBRANE	SF	4,700		
5	INSTALL NEW 26 GAUGE STANDING SEAM METAL ROOFING AND ALL TRIM	SF	4,700		

BASE BID LUSHMEADOWS FIRE STATION 29 **TOTAL IN FIGURES: $**_____

AMOUNT OF BID, WRITTEN OUT: _____

_____DOLLARS

CONSTRUCTION COMPANY NAME: _____

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

SIGNATURE OF BIDDER: _____ DATE: _____

TOTAL BID AMOUNT
(BASE BID + ALT 'A' + ALT 'B')

TOTAL IN FIGURES: $_____
(THIS AMOUNT DETERMINES THE LOW BID)

SIGNATURE OF BIDDER: _____ DATE: _____

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BID ALTERNATE 'A'

County Fire Station Roofing Repair Project
County Project # 0910-1506-2

AIRPORT FIRE STATION 25

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	REMOVE & DISPOSE OF EXISTING ROOFING, FLASHING, & FASCIA	SF	2,400		
2	REPAIR ALL DRY ROT, ROTTEN SHEETING, & FIX TRUSSES	T&M	NTE $5,000		
3	PRIME & INSTALL FASCIA (PAINT AFTER ROOF INSTALLED)	LF	230		
4	INSTALL SYNTHETIC FELT, & HIGH TEMP ICE AND WATER MEMBRANE	SF	2400		
5	INSTALL NEW 26 GAUGE STANDING SEAM METAL ROOFING AND TRIM	SF	2400		

BID SCHEDULE AIRPORT FIRE STATION 25 **TOTAL IN FIGURES: $**_____

AMOUNT OF BID, WRITTEN OUT: _____

_____DOLLARS

CONSTRUCTION COMPANY NAME: _____

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

SIGNATURE OF BIDDER: _____ DATE: _____

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BID ALTERNATE 'B'

County Fire Station Roofing Repair Project
County Project # 0910-1506-3

COULTERVILLE FIRE STATION 26

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	REMOVE & DISPOSE OF EXISTING ROOFING, FLASHING, & FASCIA	SF	2,550		
2	REPAIR ALL DRY ROT, ROTTEN SHEETING, & FIX TRUSSES	T&M	NTE $2,500		
3	PRIME & INSTALL FASCIA (PAINT AFTER ROOF INSTALLED)	LF	205		
4	INSTALL SYNTHETIC FELT, & HIGH TEMP ICE AND WATER MEMBRANE	SF	2,550		
5	INSTALL NEW 26 GAUGE STANDING SEAM METAL ROOFING AND TRIM	SF	2,550		

BID SCHEDULE COULTERVILLE FIRE STATION 26 **TOTAL IN FIGURES: $**_____

AMOUNT OF BID, WRITTEN OUT: _____

_____DOLLARS

CONSTRUCTION COMPANY NAME: _____

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

SIGNATURE OF BIDDER: _____ DATE: _____

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

DESCRIPTIONS OF BID ITEMS AND BASIS OF PAYMENT:

Bid Item No. 1 – Remove and Dispose of Existing Roofing, Flashing, & Fascia

Remove all roofing materials down to the bare sheathing, and remove all protruding nails, staples, and other mechanical fasteners. Remove all flashing including but not limited to drip edge on eaves and rakes, step flashing, valley gutters, and roof jacks around plumbing penetrations. Remove fascia boards in-whole or in-part as necessary for structural integrity or to facilitate dry-rot repairs. Dispose of materials at the local landfill or recycling center. Removed materials cannot remain on the ground during construction. These sites are active fire stations, and doors, engine bays, parking, and critical vehicle paths must remain open and accessible at all times.

Contract bid item Remove and dispose of existing Roofing, Flashing, & Fascia shall be measured on a unit square foot basis.

Bid Item No. 2 – Repair all Dry Rot, Rotten Sheathing, & Fix Trusses

Repair all dry rot on eaves and rakes by cutting out and sistering in, or replacing outriggers, rafter tails, or blocking. Repair any rotten sheathing not to be less than a 2ft X 2ft cut-out and not less than 2ft X 4ft spanning two trusses to remain of original sheet. Replacement sheathing not to be greater than 1/32in less than the nominal thickness of existing sheathing (i.e. 5/8" >= 19/32" thick). Fix trusses by bracing and sistering top chord, or removing damaged section of top chord, fill-in with block, and sister block in place. All exposed repairs are to be primed with an exterior grade primer before being put in place, and painted to match existing colors after installation.

Contract bid item Repair all Dry Rot, Rotten Sheathing, & Fix Trusses shall be measured on a unit time and material basis not to exceed the dollar amount shown in each bid schedule.

Bid Item No. 3 – Prime & Install Fascia

Prime all fascia boards with an exterior grade primer before installation. Install fascia boards. Caulk all joints, and paint to match existing colors.

Contract bid item Prime & Install Fascia shall be measured on a unit lineal foot basis.

Bid Item No. 4 – Install Synthetic Felt, & High Temp Ice and Water Membrane

Install high temp ice and water membrane on the eaves, rakes, hips, ridge and valleys per manufacture's requirements to achieve maximum manufacturer's warranty. Install synthetic felt in the field of the roof area per manufacturer's recommendations.

Contract bid item Install Synthetic Felt, & High Temp Ice and Water Membrane shall be measured on a unit square foot basis.

Bid Item No. 5 – Install New 26 Gauge Standing Seam Metal Roofing and Trim

Install new 26 gauge standing seam metal roof with all appurtenance (rake trim, drip edge, valley gutters, ridge vents, pipe boots, headwall trim…). Roofing to be pre-color coated or painted (color to be determined).

Contract bid item Install New 26 Gauge Standing Seam Metal Roof shall be measured on a unit square foot basis

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

LIST OF SUBCONTRACTORS

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of **one-half of one percent of the total bid presented herewith or $10,000, whichever is greater**. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are **REQUIRED**, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NONRESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

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

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

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

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

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

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

County Fire Station Roofing Repair Project
County Project # 0910-1506

PLANHOLDERS / EMAIL LIST

To be assured of receiving all addenda and Requests For Information (RFI's) responses, the following information can be submitted to Mariposa County via e-mail at: gbrown@mariposacounty.org. This will automatically add your name to the planholders list. All RFI's must also be submitted via email to this address.

Company Name _____

Mailing Address _____

_____

Primary Contact Name _____

Primary Contact e-mail address _____

Primary Contact phone number _____

Addenda and RFIs will be posted on the County webpage and local exchanges.

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

County Fire Station Roofing Repair Project
County Project # 0910-1506

ADDENDA ACKNOWLEDGMENT

This Proposal is inclusive of all addenda issued during the bidding process.
If any Addenda require revisions to the Bid Schedule(s), insert them as part of this proposal.

Addendum(s) _____ Bidder's Initials _____

SECURITY

Accompanying this proposal is:

_____

INSERT THE AMOUNT AND THE WORDS "CASH", "CASHIER'S CHECK", "CERTIFIED CHECK" OR "BIDDERS BOND"

in an amount equal to at least ten (10) percent of the total of the bid.

LIST OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

IMPORTANT NOTICE. If bidder or other interested person is corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: _____ Exp. Date: _____ Classifications: _____

_____ _____
Print Name and Title of Bidder Date Signature of Bidder

_____ _____
Business Address Place of Business

_____
Place of Residence

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

PUBLIC CONTRACT CODE

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder

Has ☐ Has not ☐

been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature: _____ Date: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

PUBLIC CONTRACT SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NON COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

This Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the County of Mariposa Department of Public Works:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature: _____ Date: _____

DISQUALIFICATION QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

NONLOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND

Bond No. _____

We, _____ as Principal
and _____ as Surety are bound unto the County of Mariposa, hereafter referred to as "Obligee", in the penal sum of ten (10) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

County Fire Station Roofing Repair Project
County Project # 0910-1506

for which bids are to be opened at _____ on _____.
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the Obligee, one to guarantee faithful performance of the contract, second to guarantee payment for labor and materials as provided by law, and third to be a maintenance warranty bond, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Date: _____ , 20 _____

_____
Principal

_____
Surety

_____
Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS
PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Mariposa, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

County Fire Station Roofing Repair Project
County Project # 0910-1506

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars ($_____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and hold harmless the County of Mariposa, its elected and appointed officials, officers, employees, agents and volunteers, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS
PAYMENT BOND

(Section 3247, Civil Code)

Bond No. _____

WHEREAS, The County Mariposa , acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

County Fire Station Roofing Repair Project
County Project # 0910-1506

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars ($_____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

_____
_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS
MAINTENANCE WARRANTY BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Mariposa, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

County Fire Station Roofing Repair Project
County Project # 0910-1506

AND WHEREAS, the Contractor is required to furnish a one-year maintenance warranty bond in connection with said contract.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars ($_____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall repair or replace, in accordance with the terms of the contract and any alteration made thereto as therein provided, any defects or failures in the contract improvements occurring within 1 year of acceptance of the contract then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

_____
_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County
of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

_____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: Bid Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for Roofing of Fire

COUNTY OF MARIPOSA

DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS

(BID PACKAGE 2 OF 2)
FOR

County Fire Station Roofing Repair Project

County Project # 0910-1506

January 7, 2021

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

BOARD OF SUPERVISORS

Marshall Long, Chair (District 3)
Rosemarie Smallcombe, Vice Chair (District 1)
Wayne Forsythe (District 4)
Miles Menetrey (District 5)
Tom Sweeney (District 2)

Gary Brown PE, County Engineer **Date**

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

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Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

(1 OF 2)

NOTICE IS HEREBY GIVEN THAT sealed bids will be received in the office of the Department of Public Works of Mariposa County at 4639 Ben Hur Road, Mariposa, California until **(See Date Below)** after which said bids will be publicly opened and read in the Public Works public counter at 4639 Ben Hur Road, Mariposa, in accordance with the contract documents referred to as:

County Fire Station Roofing Repair Project
County Project # 0910-1506

Any bid received after the time and date listed below will be returned unopened. Bids are required for the entire work described in accordance with the provisions of the contract documents on the proposal forms furnished therein, and in accordance with the Plans & Details, and the Special Provisions. Prospective bidders are encouraged to attend the optional bid-walk as noted below.

DESCRIPTION OF WORK:
The work to be done consists of in general: replacing the architectural shingle roofing with standing seam metal roofing, replacing all fascia boards and flashing, and repairing dry rot and water damaged sheathing and trusses at three (3) Mariposa County Fire Stations. Engineer's Estimate is $131,000 for all three stations ($62,000 for Lushmeadows, $35,000 for the Airport & $34,000 for Coulterville).

IMPORTANT DATES:

Public Notice advertised in the Mariposa Gazette:	TBD
OPTIONAL Pre-Bid Meeting at 4639 Ben Hur Road, is scheduled for:	10am on TBD
Last day and time to submit bids - Bid Closing:	2pm on TBD

Any communications relative to this project should be directed to:

Gary Brown, P.E., County Engineer
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356
gbrown@mariposacounty.org

CONTRACT DOCUMENTS: The complete Bid Package may be viewed or obtained at any of the following: Public Works Front Counter (CD), Download from the Public Works Webpage (click the bids & RFPs link), or at any of the above Contractor's exchanges.

Fresno Builders Exchange
Phone: (559)-237-1831

Stockton Exchange
Phone: (209)-478-1000

Mariposa Contractors Assoc.
Phone: (209) 966-5914

Valley Builders Exchange
Phone: (209)-522-9031

Sacramento Regional
Phone: (916) 442-8991

Tulare/King Builders Exchange
Phone: (559) 732-4568

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

(2 OF 2)

Board of Supervisor's Resolution: TBD

D.I.R. REQUIREMENTS: The Bidder must be registered with the Department of Industrial Relation prior to bid opening and provide proof of registration in the bid package (including any listed sub-contractors).

COMPLETION OF WORK: The Bidder is referred to Section 8 of the Special Provisions which allows **90 working days** for completion of the work. The County reserves the right to assess a penalty of **$250 per day** for work exceeding the allowed days.

QUANTITY OF WORK: The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The County of Mariposa does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary. The County reserves the right to reduce or increase the bid schedule quantities by as much as **twenty five percent (25%)** for each affected line item.

SELECTION OF APPARENT LOW BIDDER: The apparent low bid will be determined by comparing the Total Bid Amount shown on the Base Bid sheet with each responsive responsible bid submitted.

BID SECURITY: All bids shall be accompanied by a bidder's bond amounting to **ten percent (10%)** of bid amount payable to said County as liquidated damages. Said amount shall be retained by, or said bond shall become payable to said County if the bidder depositing same does not, within **10 working days** after written notice that the contract has been awarded to him, enter into a contract with the County.

BID QUESTIONS: All bid questions or request for information will be addressed in issued project Addenda without delay as long as they are submitted at least **3 working days** prior to the bid close.

BONDS: The successful bidder shall, after Notice of Award, furnish a payment bond and a performance bond, each in the amount of **one hundred percent (100%)** of the contract price, and a maintenance warranty bond in an amount equal to **twenty five percent (25%)** of the contract price.

ADDENDUMS TO BID DOCUMENTS: The Owner's Representative may issue addendums to the project specifications as deemed necessary to modify the project documents prior to bid close. Addendums will be in writing and may modify the content of the project documents as well as the date that bids are accepted by the County.

CONTRACTOR LICENSE REQUIRED: The successful bidder and/or their sub-contractor, before contract award, must possess a current **Class C-39 Roofing** Contractor's license issued by the State of California Licensing Board. Failure of the bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

WAGE RATES: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the County of Mariposa Department of Public Works and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov

PAYMENT RETENTION: Upon the Contractor's request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300 , if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430 or bank or savings and loan certificates of deposit in accordance with the conditions of the Special Provisions.

AWARD OF CONTRACT: The award of the contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, may include only the Base Bid, only Bid Alternate 'A', only Bid Alternate 'B', or any combination thereof. Such award, if made, will be made within **60 days** after the opening of the proposals. The award of the contract will be subject to the availability of funds. The County of Mariposa reserves the right to reject any or all bids and to waive any irregularities in the bidding.

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

SECTION 1 SPECIFICATIONS AND PLANS

1-1.00 GENERAL

Sections 1 through 9 of the State of California Department of Transportation Standard Specifications – 2018 are hereby included by reference, and are modified by the language in these Special Provisions.

1-1.01 Definitions

The intent and meaning of the terms in the proposal, contract and other contract documents shall be interpreted accordingly as follows:

ATTORNEY GENERAL – The County Counsel of the County of Mariposa.

CONTRACT/CONTRACT DOCUMENTS - The written agreement covering the performance of the work. The contract shall include the Notice to Contractors, Instructions to Bidders, Proposal, Plans, Specifications, Special Provisions and Contract Bonds; also any supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the contract and include contract change orders.

COUNTY - Shall mean the County of Mariposa

ENGINEER - Shall mean the County Engineer or his authorized representative

MAY - "MAY" is permissive

SHALL - "SHALL" is mandatory

DIRECTOR – Shall mean the Director of Public Works

OWNER'S REPRESENTATIVE – Shall be determined at the pre-construction meeting

DIR – Shall mean Department of Industrial Relations

DBE – Shall mean Disadvantaged Business Enterprise

PWCR – Shall mean Public Works Contractor Registration

CALTRANS STD. SPECS – Shall mean California Department of Transportation Standard Specifications

FHWA – Shall mean Federal Highway Administration

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.00 General

Bids shall be submitted, on the form provided, in a sealed envelope clearly marked with the name and address of the bidder, the title of the project, and the date and time of the bid opening. Any bid received after the time and date listed in the Notice to Contractors or as modified in Addenda, if applicable, will not be opened.

2-1.01 Public Contract Code

The Contractor's attention is directed to their completion and endorsement of the following Public Contract Code requirements (in Bid Book):

- Public Contract Code Section 10285.1 Statement
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Section 10232 Statement
- Non collusion Affidavit, Title 23, United States Code, Section 112, and Public Contract Code Section 7106; Declaration. Signing the proposal shall also constitute signature of the Non collusion Affidavit.
- Equal Employment Opportunity Certification

2-1.02 Addenda

Any addenda issued by the Owner's Representative during the time of bidding, or forming a part of the documents issued to the bidder for preparation of his bid, shall be covered in the bid and shall be a part of the contract. Receipt of all addenda shall be understood as accepted under the "Addends Acknowledgment" section within the Bid Book (bid package 1 of 2).

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.00 General

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.01 Award of Contract

The award of the contract is subject to the availability of funds.

The County reserves the right to reject any and all bids, and to waive any irregularities in the bidding.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The award of contract, if it be awarded, will be made within the 60 days of bid opening to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3-1.011 Contractor's License

Prior to award of contract, the Bidder shall possess a valid **Class C-39** Contractor's License issued by the State of California Contractor's Licensing Board. Failure of the Bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

3-1.02 Contract Bids

Bid bonds must be underwritten by an admitted surety and the surety shall comply with the provisions of California Code of Civil Procedure Section 995.630. Bid Bonds shall be accompanied by a certificate of authority as provided for by California Code of Civil Procedure section 995.640 (b). The County reserves the right to satisfy itself as to the acceptability of the surety. The following documents must be submitted with the bonds:

- The original, or certified copy, of the un-revoked appointment, power of attorney, bylaws or other instrument authorizing the person who executed the bond to do so.
- A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
- Certification that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled or suspended, or in the event that it has, that renewed authority has been granted.

3-1.03 Bid Protest Procedures

Any bid protest must be in writing and received by the Mariposa County Department of Public Works at 4639 Ben Hur Road, Mariposa, CA 95338, before 4:30 p.m., no later than two working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

a. **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by County, the protesting bidder must submit a non-refundable fee in the amount specified by County, based upon County's reasonable costs to administer the bid protest. Any such fee must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 11, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.

b. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name,

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address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

c. **Copy to Protested Bidder**. A copy of the protest and all supporting documents must be concurrently transmitted by email or hand delivery, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

d. **Response to Protest**. The protested bidder may submit a written response to the protest, provided the response is received by County before 4:30 p.m., within two working days after the Bid Protest Deadline or after its actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

e. **Copy to Protesting Bidder**. A copy of the response and all supporting documents must be concurrently transmitted by email or hand delivery, by or before The Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. **Exclusive Remedy**. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

g. **Right to Award**. The Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

3-1.04 Contract Bonds.

The successful bidder shall furnish three bonds. The Performance Bond shall secure the payment of claims of laborers, mechanics or material persons employed on the work under the contract. The Payment Bond shall guarantee the faithful performance of the contract. Lastly, there shall be a Maintenance Warranty Bond that continues for one year after acceptance of the work by the County.
The performance and payment bonds shall each be in a sum equal to at least 100% of the contract price. The maintenance warranty bond shall be in a sum equal to 25% of the contract price. The form for each bond is included after the sample contract included.
Any alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

3-1.05 EXECUTION OF CONTRACT

The contract shall be executed by the successful bidder and three (3) wet signature shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Mariposa County Department of Public Works
Attention: Jean Dordan c/o Project #0910-1506
4639 Ben Hur Road
Mariposa, CA 95338

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SECTION 4 SCOPE OF WORK

4-1.00 General.

The work to be done will be performed on Airport Fire Station #25, Coulterville Fire Station # 26, and Lushmeadows Fire Station # 29 and consists of in general: removing and disposing of the existing composition shingles (two layers assumed) and underlayment, the flashings, and the fascia boards; repairing all dry rot and/or other damage including, but not limited to, rafter tails, truss members, and sheathing; prime and install fascia boards (to be painted to match existing); install high temp ice & water membrane and synthetic underlayment; install new drip edge, roof boots, and valley gutters; install new standing seam metal roof and all metal trim elements.

4-1.03F Hazardous Waste or Unusual Conditions

The Contractor shall promptly, before the following conditions are disturbed, notify the county in writing of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Unknown physical condition at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

4-1.03G Asbestos and Hazardous Substances.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Owner's Representative in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

Hazardous materials may be present in construction affected by removal and dismantling work.

1. If unanticipated asbestos is suspected, stop work in the area of potential hazard, shut off fans and other air handlers ventilating the area, and rope off area until the questionable material is identified. Re-assign workers to continue work in unaffected areas. Resume work in area of concern after safe working conditions are verified.
2. Lead Paint: Contractor shall be responsible for meeting all code and safety requirements for proper handling, protection and disposal of lead based paint.
3. Contractor shall be responsible for insuring that personnel within the work area are protected from exposure to any hazardous materials encountered.
4. Contractor shall be responsible for all testing costs necessary to insure their personnel are not exposed to hazardous materials and work conditions.

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SECTION 5 CONTROL OF WORK

5-1.00 General.

5-1.01 Authority of the Owner's Representative.

The Contractor shall be authorized to take direction only from the Owner's Representative who shall be named by the County prior to the start of work.

5-1.02 Proposed Changes in Procedure.

The Contractor shall submit details for any proposed maintenance or construction procedures that differ substantially from those set forth in the Contract Documents. The Contractor shall not use any such procedures except as authorized by an approved contract change order.

5-1.03 Final Inspection.

Upon substantial completion of the work, the Contractor shall request in writing a punch list from the Owner's Representative. Upon completion of all punch list items, the Contractor shall request final inspection of the work. If work is approved as complete (including all required forms and reports), Owner's Representative shall proceed with acceptance of contract as per Section 5-1.46 of the Caltrans Standard Specifications:

http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf

5-1.18 Prompt Progress Payment to Subcontractors.

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

7108.5:

(a) A prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.

(b) Any violation of this section shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

(c) In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs.

(d) The sanctions authorized under this section shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

(e) This section applies to all private works of improvement and to all public works of improvement, except where Section 10262 of the Public Contract Code applies.

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5-1.19 Prompt Payment of Funds Withheld to Subcontractors.

The County of Mariposa shall hold retainage (5%) from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted, including incremental acceptances of portions of the contract work by the County. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

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SECTION 6 CONTROL OF MATERIALS

6-1.01 GENERAL

The Contractor shall furnish all materials required to complete the work. All materials furnished and used in the work shall be new and will be subject to inspection and tests by the Engineer or the Engineer's designated representative.

The Contractor shall furnish without charge such samples as may be required, and shall furnish the Engineer a list of the Contractor's sources of materials and locations at which such materials will be available for inspection.

6-1.02 STORAGE

Materials or articles to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

6-1.03 DEFECTIVE MATERIALS

All materials which the Engineer has determined do not conform to the requirements of the plans and specifications will be rejected whether in place or not. The rejected materials will be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer, the Engineer shall have the authority to remove and replace such rejected material, and to deduct the cost thereof from any moneys due or become due to the Contractor.

6-1.04 MATERIAL UNITS

To determine material quantities, certain Bid Item materials have been calculated by volume. For the materials 'Unit' noted by volume, in the Bid Schedule, but are delivered by weight, the contractor shall provide with the material submittal package the density composition of the material. The material density composition is to determine an agreed unit volume to weight conversion factor for payment purposes.

The material submittal package and density compositions can be provided at the time of the pre-construction meeting or prior to construction.

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SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY

7-1.00 General.

Contractor is referred to all Contract Documents regarding legal relations and responsibilities.

7-1.01A(2) Prevailing Wage.

The general prevailing wage rates which are determined by the Director of Industrial Relations, for the County in which the work is to be done, are available from the California Department of Industrial Relations' Internet web site at **http://www.dir.ca.gov** . These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

If future effective general prevailing wage rates have been predetermined, they are on file with the California Department of Industrial Relations and apply to this contract.

Pursuant to 1773.2 of the Labor Code, general prevailing wage shall be posted by the Contractor at a prominent place at the site of the work.

7-1.01A(4) Labor Nondiscrimination.

Attention is directed to the following notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination", of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

7-1.02L(2) Antitrust Claims.

The Contractor's attention is directed to the following provisions of Government Code (Title 1, Division 5, Chapter 11) Sections 4551, 4553, and 4554, which shall be applicable to the Contractor and his subcontractors:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=11.&article=

7-1.04(1) Permits.

Coordinate with Public Works to obtain the required encroachment permit.

7-1.12 Indemnification and Insurance

Indemnity Agreement. The Contractor shall indemnify, defend and hold harmless the County of Mariposa and all its elected and appointed officials, employees, agents and volunteers, including its consultants connected with the work, as well as all property owners that have granted construction easements to the County for this project, from all claims, suits or actions of every kind and description including costs and attorneys' fees, brought forth, or on account of, injuries to or death of any person including, but not limited to, workmen and the public, or damage to property arising out of the Contractor's performance of the work under the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and hold harmless includes the duties as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its elected and appointed officials, employees, agents and volunteers, it is the intent of the parties that the Contractor will indemnify, defend, and hold harmless the County, its elected and appointed officials,

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employees, agents and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary, on the part of the County, the Contractor, the subcontractor or employee of any of these.

The Contractor shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties or claims arising out of the Contractor's failure to comply with the federal immigration laws.

Insurance. Before Contractor shall commence work under this contract and before any subcontractor shall commence work under any subcontract executed pursuant to this contract, the Contractor shall deposit or cause subcontractor to deposit a policy or binder evidencing each insurance required by this contract with the County.

Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$2,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

Business Automobile Liability Insurance with limits not less than **[$2,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than [$1,000] payable by Contractor.

Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its Board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **[$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in the Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

Insurance policies for this Project shall contain an endorsement containing the following terms:

Owner Indemnities shall be named as Additional Insured, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insured.

The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

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Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

Certificates of insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.02 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage by this clause. All certificates and endorsements are to be reviewed and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all insurance policies, including endorsements required by these specifications, at any time.

All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Workers' Compensation) must have an A. M. Best Company rating of [A-, VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or shall be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

Contractor agrees to include with all subcontractors the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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

Cancellation of Insurance. Each policy of insurance required by this contract shall contain a provision requiring that written notice be given to the County at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be canceled before completion of said work, the County may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts due the Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract or otherwise in law.

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7-1.16 Contractor's Responsibility for Maintenance.

For a period of one year after acceptance of the work, the Contractor shall be responsible for the repair of all defects or failures occurring in the work which are, as determined by the Owner's Representative, due to negligence in the manufacture and/or installation of the facility, exclusive of the operation of the facility by the County or its agents, acts of third parties, acts of God, or acts of the common enemy.

The obligation of the Contractor under this paragraph shall be enforceable against his surety or sureties for the Maintenance Warranty Bond under this contract, during the life of the contract and for one year after the final acceptance of all work under the contract. The form of the bond and surety shall be satisfactory to the County.

The Contractor, upon notice from the Owner's Representative, shall promptly commence and diligently prosecute the repair of any defects or failures that develop during the one year maintenance period. Repairs, as may be required by the Owner's Representative, shall be made by the Contractor in such manner as to cause the least practicable interference with the use of the facility in service. The Contractor shall make necessary arrangements to have competent personnel and suitable equipment available so that repairs may be commenced within 48 hours after receipt of notice from the Owner's Representative. If the Contractor fails or refuses to make required repairs or replacements with due promptness and diligence, as determined by the Owner's Representative, the County shall have the right to make repairs and replacements and, unless it is determined that the cost of the work is chargeable to the County or third party, the entire cost thereof shall be paid by the Contractor and may be collected from the Contractor or the Contractor's Surety(ies) or both. The cost of furnishing the bonds shall be included in the unit price bid in the schedule for other items of work. The Contractor will be reimbursed the actual and necessary cost plus 15 percent for profit and general expense of any work or materials pertaining to repairs or replacements that are found to be the responsibility of the County.

7-1.17 Acceptance of Contract.

Date of final acceptance of contract shall be the date whereon the County records a Notice of Completion for the project.

7-1.19 Rights in Land and Improvements.

The road right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other property which is occupied during work and shall leave the area in a presentable condition.

The Contractor shall secure at own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the project limits. Full compensation for arranging, developing and final cleanup of the site shall be considered as included in the various items of work, and no additional compensations will be allowed therefor.

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SECTION 8 PROSECUTION AND PROGRESS

8-1.00 General.

8-1.01 Subcontracting.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at

http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html

8-1.03 Beginning of Work.

The Contractor shall begin work within 10 calendar days after the date on the "Notice to Proceed", issued by the Engineer's Representative. If work is not started within this period, the first working day charged will be the 11th calendar day after the date on the Notice to Proceed.

8-1.04 Pre-construction Conference.

A pre-construction conference will be held at the office of the Department of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

The Contractor shall be prepared to present all required contract submittals to the Engineer at the pre-construction conference.

8-1.05 Temporary Suspension of the Work.

Mariposa County is subject to highly variable climatic conditions at all times during the year. Heavy precipitation and the rate and level of water flow through a construction worksite can prevent or adversely affect work progress, damage work in progress, create hazardous conditions for workmen or motorists, or result in excessive water pollution during certain stages of the work. As a result, construction projects may be subject to extended and frequent Work Suspensions to accommodate changing water conditions and due to weather conditions which may adversely affect the work.

Since such work suspensions and delays can reasonably be anticipated during construction, no additional payment will be made for such suspensions or delays.

8-1.06 Time of Completion.

Beginning on the first working day, said work shall be diligently prosecuted to completion before the expiration of:

90 WORKING DAYS

8-1.07 Liquidated Damages.

The Contractor shall pay liquidated damages to the County of Mariposa in the sum of **$250.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

Liquidated damages shall apply to the administrative costs of the County only and shall not apply to damages that may occur as a result of the delay and third party claims.

8-1.08 Termination of Control.

If the Contractor at any time during the progress of the work refuses or neglects without fault of the County or its agent to supply sufficient materials of proper quality, appropriate equipment, a sufficient workforce, or in any other respect fails to prosecute the work with the diligence and force specified by the contract sufficient to complete this agreement within the time limit herein or lawful extension thereof for a period of more than 10 days after having been notified in writing by the County to furnish the same, the County may furnish materials and workmen to finish the work and deduct the reasonable expenses thereof from the contract price.

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SECTION 9 MEASUREMENT AND PAYMENT

9-1.00 Measurement and Payment.

9 1.06 Partial Payments.

For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes.

After acceptance of the contract, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

_____None_____

The County shall cause an estimate in writing to be made upon completion or once a month to the Engineer for the total amount of work done and the acceptable materials, furnished and delivered by the Contractor on the ground and not used at the time of such estimate and the value thereof. Pursuant to this section, the cut-off date for determining the Contractor's monthly progress payment shall be on or about the 20th of the month, as determined by the Engineer.

In making progress payments, the County may retain a portion of the amount otherwise due the Contractor. Except as otherwise provided, the amount retained by the County shall be limited to the following:

a. Withholding of not more than 5 percent of the total payment until 35 days after the Notice of Completion has been signed by Board of Supervisors and placed on the record with the County Recorder.

b. Withholding of not more than 50 percent of the value of the materials approved for partial payment and as shown on paid invoices by the Contractor so estimated to have been furnished and delivered unused as aforesaid as part security for the fulfillment of the contract by the Contractor.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when, in his judgment, the total value of the work completed since the last estimate amounts to less than $300.00.

When calculating progress payments, bid item prices shall be rounded down to the nearest whole cent.

No estimate of payment shall be construed to be an acceptance of any defective work or improper materials.

No line item, such as mobilization, shall be paid in a lump sum but rather will be pro-rated over the duration of the project.

9-1.065 Payment of Withheld Funds.

Upon the Contractor's request, the Department will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300, (http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=5.&chapter=&article=)

if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430 (http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=4.&title=2.&part=2.&chapter=3.&article=1.)

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

or bank or savings and loan certificates of deposit, or interest bearing accounts, or standby letters of credit, upon the following conditions:

a. The Contractor shall bear the expense of the Department and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.

b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor, pursuant to this section.

c. The Contractor shall enter into an escrow agreement satisfactory to the Department which shall include provisions concerning 1) the amount of securities to be deposited, 2) the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited, 3) conversion to cash to provide funds to meet defaults by the Contractor, including but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages, of other amounts to be kept or retained under the provisions of the contract, 4) decrease in value of securities on deposit, 5) the termination of the escrow upon completion of the contract.

d. The Contractor shall obtain the written consent of the surety to such agreement.

Alternatively, the Contractor may request deposit of these funds directly to the escrow agent to be invested in securities at the Contractor's direction, the interest on which shall be the Contractor's property. Such deposit shall be subject to the above conditions a, c and d except the reference to securities shall refer to those in which Contractor invests the funds to be deposited.

9-1.068 Prompt Progress Payment to Subcontractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 (http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=1.&article=8.)

of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

9-1.069 Prompt Payment of Withheld Funds to Subcontractors.

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily complete, even if the other contract work is not completed and has not been accepted. Those requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

9-1.07 Payment Before Final Estimate.

Upon satisfactory completion of the entire contract, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. If the Board accepts the completed work, it shall cause a Notice of Completion to be recorded with the County Recorder.

Retention will be retained for a period of 35 days after the recording of the Notice of Completion for the purpose of clearing liens filed against the work performed or materials supplied.

9-1.10 Arbitration.

Claims under **$375,000** shall be resolved pursuant to the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1, of Part 3 of Division 2 of the Public Contracts Code, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure.

For claims in excess of **$375,000**, the above procedure applicable to claims over **$50,000** and less than **$375,000** shall apply, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure, except subdivision (b) of section 20104.6 shall not apply. The cited Article of the Public Contracts Code is set forth below.

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

For purposes of a civil action after exhaustion of the described pre-litigation procedure, the County and the Contractor agree the contract is not accepted until the signed contract and bonds are delivered and accepted by the County.

9-1.11 Public Contract Code.

Public Contract Code Article 1.5

Reference is hereby made to the following sections:

PCC 20104 .0
PCC 20104.2
PCC 20104.4
PCC 20104.6

AND

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=3.&chapter=1.&article=1.5.

Public Contract Code, Division 2, Part 3 Contracting by Local Agencies, Article 1.5 Resolution of Construction Claims [20104 - 20104.6]

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

SECTION 10 TECHNICAL SPECIFICATIONS

10-1.01 Order of Work

Order of work shall conform to the provision in Section 5, "Control of Work," of the Standard Specifications and Revised Specifications, and these Special Provisions.

Minor deviations from the requirements of this section may be allowed upon written request from the Contractor and approval of such request by the Engineer.

10-1.02 Cooperation / Encroachment Permit

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36, "Property and Facility Preservation," of the Standard Specifications, Revised Specifications, and these Special Provisions.

No encroachment permit is required.

10-1.03 County-Furnished Materials

There are no County furnished materials for this project.

10-1.04 Damage Repair

The provisions in Section 50-1.39B, "Damage Caused by an Act of God" of the Standard Specifications shall not apply.

10-1.05 Preservation of Property

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation", of the Standard Specifications, Revised Specifications, including any revisions thereto, and these Special Provisions.

Protection: The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

Notice to Property Owners and Tenants: The Contract shall give written notice to all property owners adjacent to and affected by his work at least four (4) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by construction operations. Written notice must be approved by the Engineer prior to distribution. If the project has more than one location of work, a separate notice shall be given for each location.

Access: Access shall be provided to all business and residences whenever practicable. The Contractor shall conduct operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full Compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the price paid for various items of work and no additional compensation will be allowed therefor.

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

10-1.06 Cooperation / Building Permit

The building Department will require a permit for each location. The Contractor should include all anticipated costs in their bid proposals

A progress schedule shall be submitted in writing to the Engineer no less than five (5) working days before commencing work.

Information on the process schedule shall include the dates on which the construction work will begin and include when specific milestones will start and finish at each location included in the contract.

The Contractor shall notify the Engineer in writing at least two (2) working days prior to making any changes to the process schedule. Changes in the progress schedule must be approved by the Engineer prior to being implemented by the Contractor.

Failure of the Contractor to provide an initial progress schedule prior to the start of work, or an updated progress schedule when requested by the Engineer, shall result in the suspension of all work on the contract until said progress schedule has been submitted. Any period of time during which work on the contract has been suspended, pending submittal of the progress schedule, shall be included in the contract and no extension of time will be granted.

All work performed by the Contractor after he has been notified that all work on the contract is suspended, pending, submittal of a progress schedule, shall be considered as unauthorized and shall be subject to being rejected. Failure of the Contractor to submit an initial or updated progress schedule shall results in no progress payments being made for any work until a satisfactory progress schedule has been submitted and approved by the Engineer.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the price paid for various items of work and no additional compensation will be allowed therefor.

10-1.07 Obstructions

Attention is directed to Section 5-1.36, “Property and Facility Preservation”, and Section 15, “Existing Facilities,” of the Standard Specifications, Revised Specifications, and these Special Provisions.

It is anticipated that no utility facilities will be rearranged or temporarily deactivated in advance of or during construction operations to permit construction, unless the Contractor makes the necessary arrangements as provided in Section 5-1.36D, “Nonhighway Facilities” of the Standard Specifications.

The Contractor shall notify the Engineer and USA at least 2 working days prior to performing any excavation work over or in the vicinity of any underground utility.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.08 Survey Monuments

None Required.

10-1.09 Staking

None Required.

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

10-1.10 Hours of Work

Unless otherwise approved by the Engineer, the Contractor shall restrict his hours of work to the period between one-half hour after sunrise and one-half hour before sunset, but in no case shall work begin before 7:00 a.m. or end after 7:00 p.m., or as weather conditions dictate depending on the type of work being performed.

10-1.11 Job Site Management

Contractor shall perform job site management work. Job Site Management work includes spill prevention and control, material management, waste management, non stormwater management, and dewatering activities.

The Contractor shall furnish, install and maintain adequate sanitary facilities as required to serve the Contractor and its subcontractors and vendor's employees. The Contractor shall conveniently place a sufficient number of enclosed, portable chemical toilets as required by State and local sanitary codes. The Contractor shall provide drinking water from a potable source and transported so as to keep it safe, fresh, and served from single containers or satisfactory types of sanitary drinking stands or fountains. Drinking water services or facilities shall be furnished in strict accordance with existing governing health regulations.

The Contractor shall maintain access to and from the fire stations at all time. No debris, construction materials, vehicles, or equipment that cannot be readily and quickly relocated will not be allowed at any time during construction

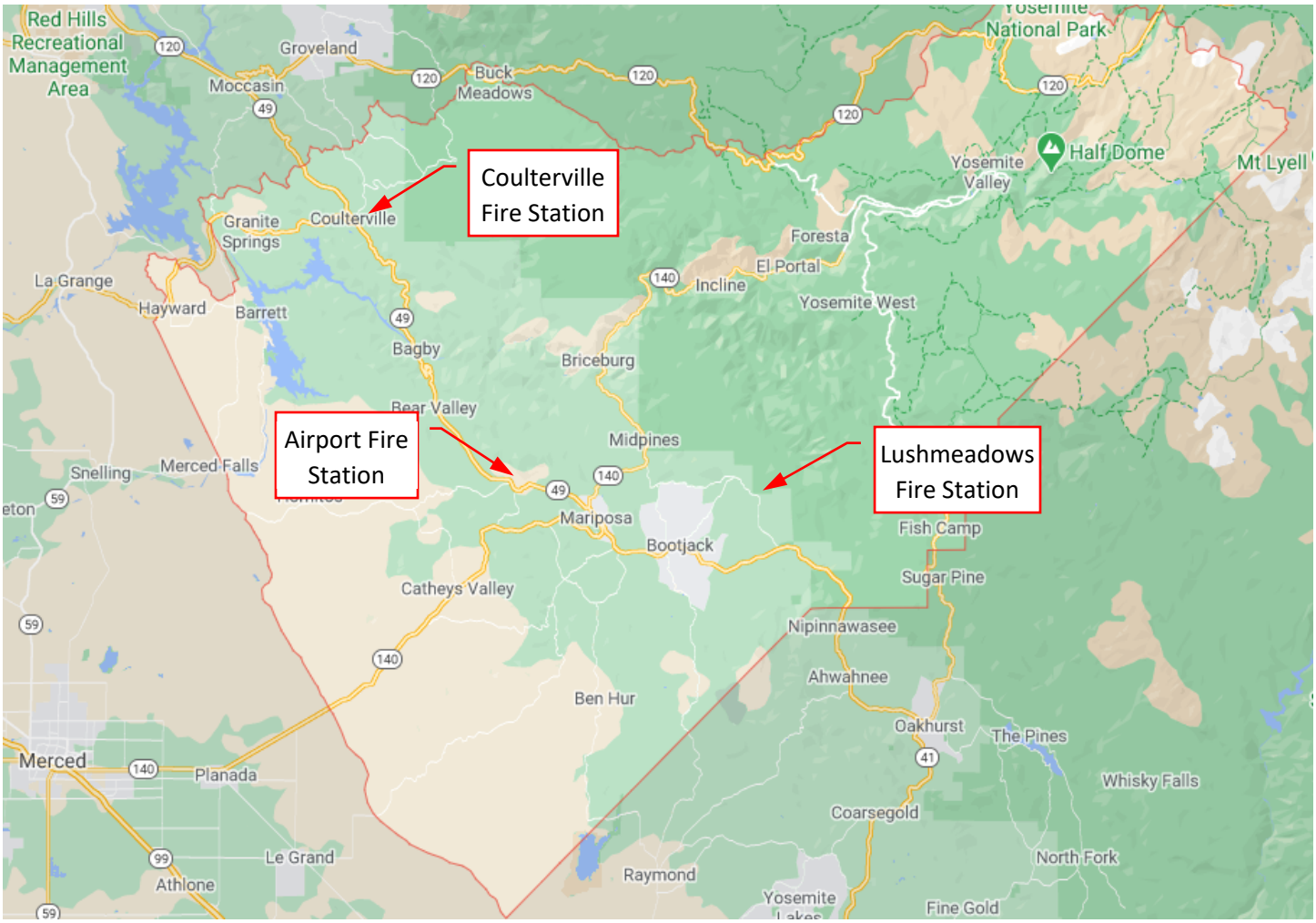
The Contractor shall not allow the construction area, county road, rights-of-way, private property nor any road to become littered with materials, construction debris, clearing and grubbing waste, or any other foreign matter. The Contractor shall maintain the work area in a neat and orderly condition throughout the construction period. The Contractor shall remove all temporary facilities and storage areas created and shall remove all debris from the work area prior to final acceptance of the work.

Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

SECTION 11 APPLICABLE PLANS AND DETAILS

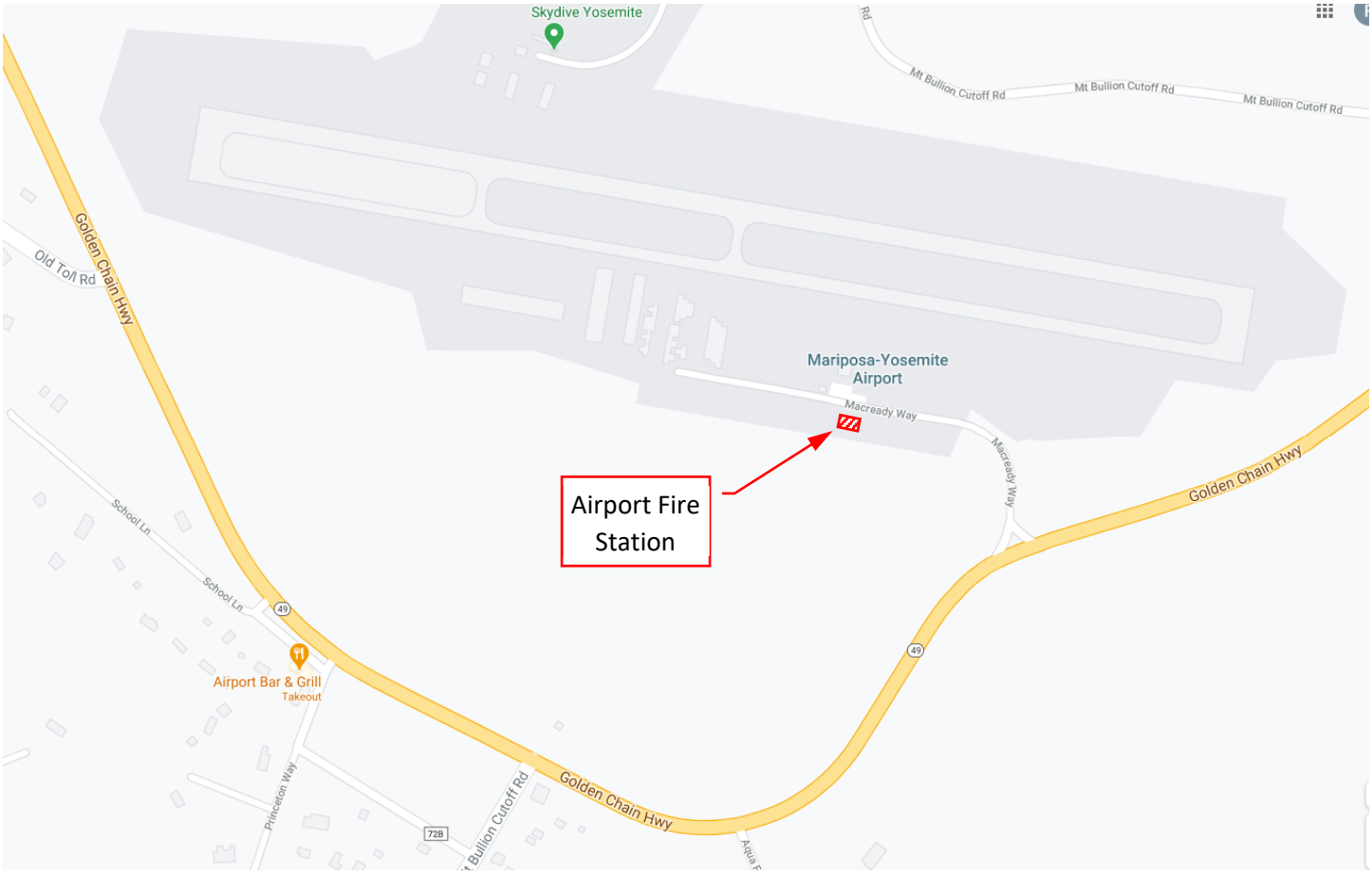
MARIPOSA COUNTY IMPROVEMENT STANDARDS, October 1999

Vicinity Map





Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for





Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

Airport Fire Station





Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for





Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for

Coulterville Fire Station





Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for


Mariposa County
Fire Department
Coulterville Station
Company 26


Mariposa County
Fire Department
Coulterville Station
Company 26

Lushmeadows





Attachment: Special Provisions Fire Station Roof (1) (RES-2021-28 : Authorize the Director, Public Works to Advertise and Accept Bids for





MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-29

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2020 State Homeland Security Grant

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RECOMMENDATION AND JUSTIFICATION:
Adopt a resolution of authorization to apply for Fiscal Year 2020 State Homeland Security Grant and accept grant funding when and if the application is approved.

The Board's approval of this Resolution will allow authorized personnel to submit an application for grant funds from the U.S. Department of Homeland Security made available through the California Office of Emergency Services on behalf of Mariposa County. The exact allocation to the County of Mariposa is not known at this time but no local match is required. The Operational Area approval authority, which is defined by grant guidelines and is comprised of the primary agencies involved in emergency preparedness and response, is required to approve the allocation of these grant funds. The projects funded under this grant have been used to support and enhance the County Health Department's Safety and Aid for Everyone Program (SAFE), Sheriff's Office and Fire Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors has approved this application and grant in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not participate and lose the opportunity for these unmatched grant monies that continue to enhance the County's operations.

FINANCIAL IMPACT:
An estimate of Revenue and Appropriations in the Office of Homeland Security Grant Program Fund (445) have been included in the FY 2020-21 Requested Budget.

ATTACHMENTS:
HSGP FY20 Subaward Letter - Mariposa County (PDF)
HSGP FY20 Resolution (PDF)

RESULT: **ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 23, 2020

Doug Binnewies
Sheriff
Mariposa County
PO Box 276
Mariposa, CA 95338

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)
Subaward #2020-0095, Cal OES ID#043-00000
Subaward Period of Performance: 09/01/2020-05/31/2023

Dear Sheriff Binnewies:

We are pleased to announce the approval of your FY 2020 HSGP subaward in the amount of $93,535. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review. Additionally, all projects falling under the National Priority Investment Justifications must be reviewed and approved for effectiveness by the

Attachment: HSGP FY20 Subaward Letter - Mariposa County (RES-2021-29 : Resolution for Authorization to Apply for FY 2020 State Homeland

Federal Emergency Management Agency (FEMA), prior to the obligation, and expenditure of funds for those projects.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which must be submitted in the December 2020 BSIR in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

_____ _____

Doug Binnewies
Mariposa County

Date

Attachment: HSGP FY20 Subaward Letter - Mariposa County (RES-2021-29 : Resolution for Authorization to Apply for FY 2020 State Homeland

RESOLUTION NO. 21-

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2020 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the California Office of Emergency Services administers the Emergency Management Performance Grant Program; and

WHEREAS, the County of Mariposa is an eligible entity to submit an application to the California Office of Emergency Services for grant funding in the FY20 grant cycle to provide funding for emergency management activities that will enhance local government's capability to prevent, prepare for, mitigate against, respond to, and recover from disasters whether natural or man-made; and

WHEREAS, the funding is provided through the United States Department of Homeland Security, and sub-granted through the California Office of Emergency Services; and

WHEREAS, receiving of and filing the grant application is of upmost importance as deadlines are attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Mariposa, State of California, as follows:

1. This Board approves the filing of an application and receipt of funding for the FY 2020 Homeland Security Grant Program.

2. This Board authorizes the following personnel to execute for and on behalf of the County of Mariposa, a public entity established under laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California in the FY 2020 Emergency Management Performance Grant Program:

(a) County Administrative Officer
(b) Sheriff
(c) Public Health Officer
(d) Public Works Director
(e) County Counsel

3. The County Administrative Officer, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Officer, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

Attachment: HSGP FY20 Resolution (RES-2021-29 : Resolution for Authorization to Apply for FY 2020 State Homeland Security Grant)

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 12th day of January, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

RENÉ LaROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM
County Counsel

Attachment: HSGP FY20 Resolution (RES-2021-29 : Resolution for Authorization to Apply for FY 2020 State Homeland Security Grant)

MARIPOSA COUNTY

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

KEVIN CANN, CHAIR	**DISTRICT IV**
MARSHALL LONG, VICE-CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
MERLIN JONES	**DISTRICT II**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

December 22, 2020

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Merlin Jones	District II Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Kevin Cann	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Cann led the pledge.

C. Introductions

None.

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

During public comment Sarah Williams/Planning Director commented on CA 22 and CA 23. Ms. Williams expressed her thanks to Larry Harris and Thomas Sweeney for their service on the planning commission.

Corrections:
CA 13 - Change "contracted" to "tested positive" for COVID-19.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

CA1. **Administration** **RES-2020-732**

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

Adopt a Resolution Terminating the Local Emergency Due to Landslides on Highway 140 Enroute to Yosemite National Park

CA2. **Health and Human Services RES-2020-733**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. **Health and Human Services RES-2020-734**

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

CA4. **Sheriff's Office RES-2020-735**

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

CA5. **Administration RES-2020-736**

Approve Lease Agreement with Dianne Spear Hooton for Office Space for the Human Resources Department Effective January 1, 2021; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA6. **Administration RES-2020-737**

Approve Budget Action Transferring $234,000 in CSA3 Funds to a Construction in Progress CIP Fund for Electrical System Upgrade Expenses as a Match for a Bootjack Fire Station Water Storage Tank Grant 4/5ths Vote Required

CA7. This item was moved to Regular Agenda Items.

CA8. **Auditor RES-2020-738**

Approve Budget Action Reducing General Fund Contingency to Cover Expense for Extra Help in Auditor's Office ($22,483) 4/5ths Vote Required

CA9. **Board of Supervisors**

Approve the Minutes of Tuesday, November 10, 2020

CA10. **Board of Supervisors**

Approve the Minutes of Tuesday, November 17, 2020

CA11. **Board of Supervisors**

Approve the Minutes of Tuesday, November 24, 2020

CA12. **Board of Supervisors**

Approve the Minutes of Tuesday, December 1, 2020

CA13. **Board of Supervisors**

Approve the Minutes of Tuesday, December 8, 2020

CA14. **Board of Supervisors**

Approve the Minutes of Tuesday, December 15, 2020

CA15. **Fire RES-2020-739**

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

Approve Budget Action Transferring Funds Within the County Fire Budget to Cover a Shortfall Due to the Busy Fire Season and an Increase in Costs ($165,000)

CA16. **HHS/Behavioral Health & Recovery Services RES-2020-740**

Approve PM/EMR Software and Services Term Sheet from InSync Healthcare Solutions, LLC to Increase the Amount by $30,760 for a New Amount Not to Exceed $223,835; Include an Additional Ten (10) Licenses for Services; and Authorize the Board of Supervisors Chair to Sign the Term Sheet

CA17. **Health and Human Services RES-2020-741**

Approve an Agreement with Alliance for Community Transformations to Locate and Manage Leased Housing Units and to Provide Client Supportive Services in an Amount Not to Exceed $75,300; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **HHS/Behavioral Health & Recovery Services RES-2020-742**

Approve the First Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $80,000 to a New Amount Not to Exceed $140,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Health and Human Services 2020-102**

Remove Donna Burke from the Commission on Aging Committee Effective Immediately

CA20. **Human Resources RES-2020-743**

Approve a Side Letter of Agreement with the Deputy Sheriffs' Association to Provide an Additional Eight-Hour Holiday that Represents the 2020 Christmas Eve Holiday; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Human Resources RES-2020-744**

Approve a Side Letter of Agreement with the Sheriffs' Management Association to Provide an Additional Eight-Hour Holiday that Represents the 2020 Christmas Eve Holiday; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

CA22. **Planning 2020-103**

Recognize the Service of Thomas Sweeney as Planning Commissioner for District II

CA23. **Planning 2020-104**

Recognize the Service of Larry Harris as Planning Commissioner for District IV

E. Departmental Presentation

Dr. Eric Sergienko/County Health Officer gave a brief update on the COVID-19 situation in the county making note that the county had received 200 doses of the

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

Pfizer vaccine. The 200 doses turned into 227 doses due to overfill that were sent. Dr. Sergienko noted that overfill is usually sent with vaccine so the person administering doesn't have to be exact. Dr. Sergienko wanted to thank the District Attorney for allowing them to use their Chief Investigator to assist with picking up the vaccines. Dr. Sergienko noted we are the first in the State to vaccinate our skilled nursing facility. He stated we still continue to see a surge of cases, with four currently hospitalized. Dr. Sergienko announced that the State is still on the decline. The San Joaquin region is still at 0% ICU capacity and the state remains at a steady 2% on average available ICU beds. He reminded the board that Sunday, December 27th will be the day the state evaluated the Regional Stay at Home Order as we will have reached our 3 weeks. Dr. Sergienko does not believe it will be lifted any time soon but said the State will evaluate data twice a week, maybe more, and will make a 4 week projection. As soon as we see a model showing ICU bed availability above that 15% the Regional Stay at Home Order will be lifted and we will return to the Blueprint system we were in before. The current projections have been 8%. Dr. Sergienko announced that hospitals are beginning to turn to "crisis standard of care" which is a degraded standard of care. The biggest concern is we have no ICU beds. We have to worry about our residents going to areas with that crisis standard of care. Dr. Sergienko reminded everyone to wash their hands, wear their masks and these will reduce the risk of transmission.

Steve Ward/Fire Chief Cal Fire and County Fire stated the Coulterville Battalion is once again open and advised the Board that open burning is now permitted in the county. Chief Ward wanted to remind the public they still need to check with Mariposa County Environmental Health for any restrictions also noting that if a fire gets away from an individual, it will still be the individual's responsibility. Chief Ward also wanted to express his thanks to Melinda Barrett and the Resource Conservation District (RCD) for the water storage for fire suppression.

Matthew Matthiessen/John C. Fremont Healthcare District CEO stated that over the last couple of weeks he has been trying to sneak back full time. Matthew expressed his thanks to several of his employees for making sure things have gone off without a hitch while he has been away. Matthew updated the Board on COVID related issues noting that it is getting increasingly difficult to transfer patients. He also gave an update on the North Side Clinic, noting they are supposed to get the counter heights finished in January.

Mike Healy/Public Works and Transportation Director stated that over the next few weeks there will be some flagging operations in the downtown area for surveillance of the underground utilities. Mr. Healy noted that the landfill has opened on Mondays for the Pilot Program and will be extend until March as there has been a lot of use and reminded there is a 3 bag maximum. Mr. Healy wanted to take a moment to thank Supervisor Jones for the community meetings in his district and Supervisor Cann for his work on grants that the county has received.

F. Public Comment on Non-Agenda Items

Marvin Wells/resident (Elf from Santa Clause) thanked Kevin Cann and Merlin Jones for all the time they spent on this board. He discussed that most individuals do not know what a supervisor goes through; he does as he was once in their shoes. It's hard for people to understand the positive of everything when they only see the bad.

Recess Board of Supervisors

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

10:17 AM Chair Cann recessed the Board meeting and passed the gavel to Marshall Long as the Deputy Clerk of the Board read the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

10:17 AM Chair Long convened the Local Transportation Commission (LTC) Meeting with all commissioners present.

Public Comment Period

No public input.

LTC Regular Agenda

1. **Public Works LTC-2020-22**

Approve an Agreement with the State of CA, Department of Transportation to Accept the Award of $222,021.00 in Transit Operating Assistance from the Federal CARES Act Legislation; and Authorize the Executive Director to Sign the Agreement

Mike Healy gave the staff report. This is an item that juts came to us in the last of two weeks and is available CARES Act funding for transit assistance. Mike also expressed his thanks to County Counsel and Clerk of the Boards Office for their assistance. No public input. Board discussion ensued.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Merlin Jones, District II Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Smallcombe, Jones, Long, Cann, Menetrey

Adjourn LTC

10:22 AM Chair Long adjourned the LTC meeting and passed the gavel to Kevin Cann.

Reconvene as Board of Supervisors

10:22 AM Chair Cann reconvened as the Board of Supervisors.

Recess

10:22 AM Chair Cann recessed the board for a three minute break.

Reconvene

10:30 AM Chair Cann reconvened the meeting after a technical difficulty was resolved.

H. Regular Agenda Items

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

1. **Administration RES-2020-745**

Approve Budget Action Allocating Revenue and Expenditures Related to the Enterprise Resource Planning ERP Implementation ($1,630,002) 4/5ths Vote Required

Dallin Kimble/County Administrative Officer gave the staff report, noting that the original funds for this item were used to keep jobs. Mr. Kimble also noted we are close to getting the money for this project financed. No public input. Board discussion ensued. Supervisor Long expressed his deep concern for the fact that the interest rate is unknown as well as the financing is not fully secured. Mr. Kimble assured him that Keith Williams/Tax Collector/Treasurer was confident that the financing would go through.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

2. **Planning 2020-ORD-1158**

Waive the Second Reading and Adopt an Ordinance Amending the Mariposa County Zoning Map for a 7.02 Acre Parcel, Assessor Parcel Number (APN) 013-050-060, and a 0.18 Acre Portion of a Split-Zoned Parcel, APN 013-050-059, from the Multi-Family Residential Zone to the General Commercial Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2019-216; MRCC Properties, LLC Applicant. Project Site is Located in the Town of Mariposa Off of Brown Bear Lane.

Sarah Williams gave the staff report noting this item is the procedural second step of the action taken on December 8th. No public input. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

3. **Administration RES-2020-746**

Authorize Reimbursement to Habitat for Humanity of Mariposa County for Up to $100,000 of Development Fees Over Five Fiscal Years; and Approve a Budget Action Reducing General Contingency for the Reimbursement of Fees Paid in the Current Fiscal Year 2020/2021 ($11,044) 4/5ths Vote Required

Dallin Kimble gave the staff report. No public input. Board discussion ensued. T-shirts were presented to the Deputy Clerk of the Board from Habitat for Humanity.

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

4. **Administration (ID # 11276)**

Discussion and Direction Regarding Library Services and Funding

RESULT: **WITHDRAWN**

5. **Human Resources RES-2020-747**

Move the Human Resources Function to the Administration Department; Approve the Addition of One Assistant County Administrative Officer Allocation; Amend the Job Description for Assistant County Administrative Officer; and Remove the Position Allocation and Job Description for Human Resources Director, with All to be Effective Immediately

Carl Crown/Interim Human Resources Director gave a brief report stating this item is coming back before the Board from December 15th, 2020. During public comment, Leigh Westerlund/Assistant County Administrative Officer spoke in favor of the item. Board discussion ensued.

RESULT: **ADOPTED [3 TO 2]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Kevin Cann, Miles Menetrey
NAYS: Merlin Jones, Marshall Long

Recessed

11:45 AM Chair Cann recessed to allow set up and reconvened at 11:53 AM**.**

I. 11:00 AM Board Recognitions

1. **Board of Supervisors RES-2020-729**

Resolution and Tile Plaque Recognizing Doug Binnewies, Upon His Retirement as Sheriff/Coroner/Public Administer (Board Chair)

Kristie Mitchell/Sheriff's Department Public Information Officer showed a YouTube Video to honor the Sheriff. The video can be viewed on the Sheriff's YouTube channel.

During public comment congratulations and stories were shared by Chief Steve Ward, Dallin Kimble, Codie Hart/Retired Lieutenant with the Sheriff Department, Luis Mercado/Auditor, Jeremy Briese/Undersheriff, Sheriff Dean Growdon/Lassen County Sheriff and Vice-Chair of the Sheriff Association, Sheriff Vernon H. Warnke/Merced County Sheriff, Bill Yaley resident, Pete Judy/Chief Probation, Keith Williams/Tax

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

Collector-Treasurer-County Clerk, Marvin Wells/resident - known to the Sheriff as Marvelous Marvin, Mike Healy, Steve Dahlem/County Counsel, Brittany Binnewies Garcia/Daughter of Sherriff Binnewies, Austin Binnewies/Son of Sheriff Binnewies, Jenna Binnewies/Daughter of Sheriff Binnewies and Casey Binnewies/Daughter of Sheriff Binnewies. Board discussion ensued where Congratulations and well wishes were given by Supervisors Long, Smallcombe, Jones, Menetrey and Cann.

Chair Cann presented Sheriff Doug Binnewies with a Resolution and Tile Plaque from the Board of Supervisors and a Resolution from the State Legislature to thank him for his of service and wish him well in his retirement.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

J. Board Information

Information Received.

K. 2:00 PM Reconvene

1. **Board of Supervisors** **(ID # 11171)**

Resolution and Tile Plaque Recognizing Merlin Jones, Upon His Retirement as District II Supervisor (Board Chair)

RESULT: **WITHDRAWN**

2. **Board of Supervisors** **(ID # 11283)**

Presentation of the Gavel Plaque to Supervisor Cann for Serving as the 2020 Board of Supervisors Chair (Board Vice-Chair)

RESULT: **WITHDRAWN AND RESCHEDULED** **Next: 1/12/2021 9:00 AM**

3. **Board of Supervisors** **(ID # 11170)**

Resolution and Tile Plaque Recognizing Kevin Cann, Upon His Retirement as District IV Supervisor (Board Vice-Chair)

RESULT: **WITHDRAWN AND RESCHEDULED** **Next: 1/12/2021 9:00 AM**

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Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

L. Adjournment

1:14 PM Chair Cann Adjourned the meeting in memory David Dalton Pearson, Marian Louise Falany, Patricia Ellen Perry, Ilse Keuning, Brandi Nicole Howard-Asberry, and Muriel Powers.

Respectfully submitted,

DANIELLE BONDSHU
Deputy Clerk of the Board II

KEVIN CANN
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Dec 22, 2020 9:00 AM (Considered Separately)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Receive a Presentation from Safe Families, Inc.

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from Mariposa County Safe Families, Inc. Program Director.

PRESENTATION OUTLINE:

The presentation will provide an overview of the Safe Families program and its activities.

BACKGROUND AND HISTORY:

The Board has received similar presentations in the past from other entities.

ATTACHMENTS:
Mariposa Safe Families Annual Report to BOS 2019_2020 (PDF)
Mariposa Safe Families PowerPoint Presentation (PDF)

RESULT: INFORMATION RECEIVED

Mariposa Safe Families

Mariposa County Child Abuse Prevention Council

2019-2020
Annual Report

(October 1, 2019 – December 31, 2020)

P. O. Box 545
4983 8th Street, Mariposa, CA 95338
www.mariposasafefamilies.org
209-966-2211

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

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Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

It is the vision of Mariposa Safe Families, Inc. that all children in the community are nurtured by safe and healthy families.

Mariposa Safe Families

Mariposa County Child Abuse Prevention Council

Highlights of 2019-2020

2019-2020 brought significant changes for Mariposa Safe Families, Inc. We have undergone staff and organization realignment which resulted in positive changes and strengthening the role that Mariposa Safe Families plays in the community. We have a strong dedicated team of staff members who care deeply for our Mariposa community.

We have continued our success in being awarded contracts through Mariposa County Health and Human Services Agency (MHHSA) to provide child abuse and neglect prevention services including offering mandated reporter trainings and community awareness events and implementing our newly developed Father Engagement Program "All Dads Rock." This program is a support group for local dads as they navigate through their fatherhood journey. We aim to strengthen and empower all dads to be the best they can be and make positive impacts on the lives of their family and children.

We have also been continuing our work with MHHSA Behavioral Health and Recovery Services to provide youth substance abuse prevention, underage drinking prevention services, and developed and implemented the "After School Matters" Program. This program was started in December 2020 by Mariposa Safe Families and is a program aimed towards engaging local youth (grades 7th-12th) during after school hours. ASM is intended to promote safe, healthy, substance free engagement for our local youth while inspiring their creativity.

Mariposa Safe Families, Inc. continues to offer a more comprehensive approach to strengthening families by addressing risk and protective factors common to both issues.

- Our Family Enrichment Center (FEC) continues to provide services to members of the community on a daily basis and assists them with providing a way for Community Services to connect with the community at large.

- The community Safe At Home Event has continued to be a great way to connect with our community members despite COVID 19. This year it looked a little different, but with COVID-19 precautions in place we still were able to disseminate educational information, talk with community members, and provide resource information to the community along with 225 Easter Baskets to families who otherwise might have gone without.

- We are excited to announce of new team of dedicated staff members of MSF:
  - Megan Atkinson, Interim Executive Director
  - Donna Santi, Lead Prevention Specialist
  - Dani Osenbaugh, Prevention Specialist
  - Heather Livingston, Youth Coordinator

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Meet the MSF Team

“"Unity is strength... when there is teamwork and collaboration, wonderful things can be achieved"

~Mattie Stepanek

In September 2020, the Mariposa Safe Families Board of Directors, with support from local partners, made the decision to focus on realignment of the Mariposa Safe Families organization in an effort that would best serve our community. This included changes in the staffing pattern within the organization. It was at this time where the Board of Directors requested that Board Secretary, Megan Atkinson, step in as the Interim Executive Director to assist with the realignment of MSF. After some discussion and considerations, Mrs. Atkinson agreed to step into the position and assist with the organizational realignment. Mrs. Atkinson has experience in successful non-profit management and has vast experience working with the local Child Welfare Services.

In October 2020, Donna Santi was reassigned to Lead Prevention Specialist where her focus would be on overseeing the newly developed Father Engagement Program and both child abuse prevention and substance abuse prevention activities. Mrs. Santi has a great deal of experience working with young children with emphasis on working with severely disabled youth. Mrs. Santi worked with the local school district for fifteen years prior to joining the MSF Team.

In October 2020, MSF welcomed team members, Dani Osenbaugh and Heather Livingston. Mrs. Osenbaugh is the Prevention Specialist overseeing child abuse prevention activities as the lead for our Community Partner Program and monthly child abuse prevention and family engagement activities. Mrs. Osenbaugh has experience in elementary education, has taught piano for several years and also worked with a non-profit prior to joining the MSF Team.

Heather Livingston is the Youth Coordinator overseeing the Friday Night Live/Club Live activities as well as the “After School Matters” program. Ms. Livingston is a 2020 graduate of the Mariposa County High School where she was active in the Friday Night Live and Club Live Programs for six years.









Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Family Enrichment Center
(Mariposa Safe Families Office)

Mission: Create a welcoming place and provide quality services, activities and opportunities that empower, strengthen and preserve families while nurturing and enhancing each child's well-being and potential.

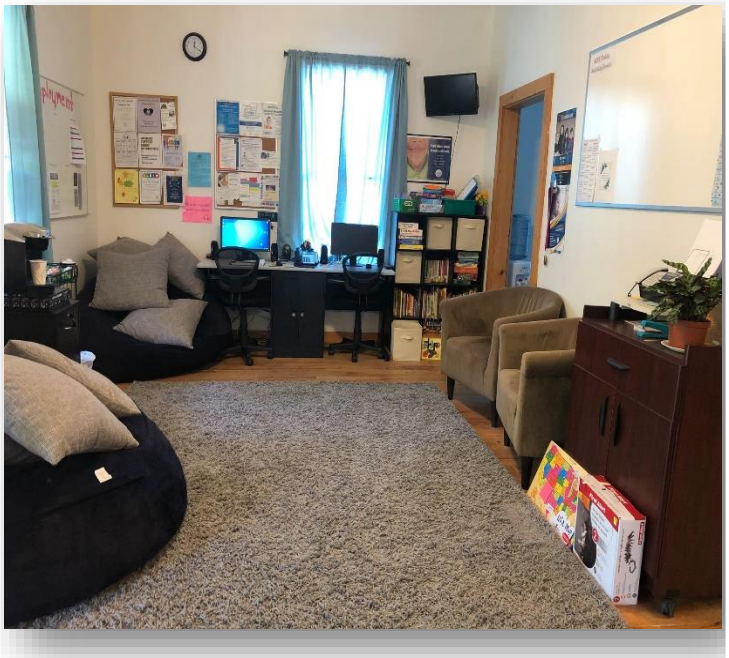
Mariposa Safe Families, Inc. has been working to develop a comprehensive Family Resource Center. Risk factors identified by numerous community needs assessments pointed to the need for targeted family support strategies that honor the values of the community and are designed to increase family protective factors. Through a community driven process, the intent of the Family Enrichment Center is to link families with the professional service systems and voluntary support networks that focus on improving the well-being of children.

Since the establishment of the Family Enrichment Center in Mariposa there have been numerous changes. MSF has been working to update computer systems and making the center more user friendly and inviting. This service will better assist community members by being available through several different avenues. We also have printing capabilities as well as full office supply set up for all visitors to the FEC. We also provide snacks, water, tea and coffee are provided.

The following FEC core and comprehensive services were provided during the 2019-2020 fiscal year in Mariposa:

Drop In Availability

- Family Support
- Job Employment Board
- Kid Safe Play Area
- Community Resource Information
- Community Resource handouts and materials
- Access to computers equipped with Microsoft Word, Excel, Powerpoint, and printing capabilities



Our drop in capabilities were slightly different when the COVID-19 pandemic hit. However, we adapted and done our best to continue to serve the community. We allowed a limited number of visitors to the FEC, sanitized and cleaned after every visitor, required all visitors to wear a mask or face shield and sanitize before, during and after the use of equipment. We even set up and outside sitting area on our covered porch for those who needed a safe place to be. We provided the same resources with the exception of the computer. Many community members found the use of the outdoor sitting area useful and were grateful.

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Community Events Teamed with Partner Collaboration
Pre COVID and during the COVID-19 Pandemic



Car Seat Safety Inspection with **CHP** – Mariposa Division
(Pre COVID-19)





Back to School Event – COVID Style
MSF in cooperation with **MCHHSA** and **JCF** coordinated a Drive Th
Back to School-Backpack and school supplies giveaway for local famil
in need. MSF partners came together to support our local families b
handing out school supplies and educational information in both
South County (town of Mariposa) and North County (Greeley Hill).
Over 300 backpacks were given out at these events!



TRUNK or TREAT – COVID style
(With COVID-19 precautions in place, MSF coordinated the Annual Trunk or Treat Event where over 300 community members attended and had a safe place to Trunk or Treat with their family. MSF partners **(Probation, Sheriff's Office, Sierra Quest Academy, Mercy Ambulance, Mariposa Yosemite Rotary, CASA, JCF Hospital, Bootjack 4H, CHP-Mariposa Division)** and members of the community came together to serve our community at this event!

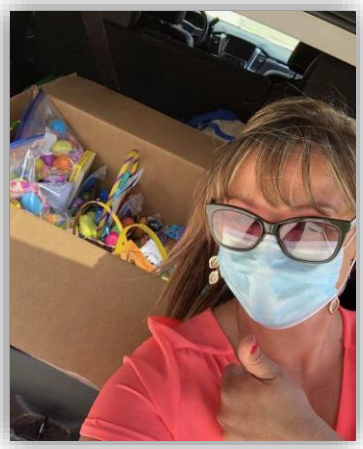


Safe at Home Event – COVID style
(With COVID-19 precautions in place, local families were provided Easter Baskets for their children along with educatio and resource information for local agencies and organization MSF served both South County and North County residents









Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Community Events Teamed with Partner Collaboration - Continued Pre COVID and during the COVID-19 Pandemic







Photo credit: Mariposa Gazette

KOPS for KIDS

Mariposa Safe Families partnered with the **Mariposa County Deputy Sheriff's Association's KOPS for KIDS program** and was a designated sign-up location for families in need of assistance from KOPS for KIDS. W were also a drop off location for new unwrapped toys and new warm winter clothing. MSF was represented at th KOPS for KIDS giveaway on December 19, 2020 and are grateful to be a part of this amazing program!



Operation Comfort & Care
MSF teamed up with **CMCAA** and **MCHHSA** to provide commodity boxes and essential items to local resident's in need. Community members picked up their commodity boxes and essential items from the MSF office which allowed us offer further assistance to them.



Adopt a Family for Christmas
MSF teamed up with **CAL FIRE** to support a local family in need during the 2020 holiday season. **CAL FIRE** adopted one of MSF's Community Partner families and purchased the whole family a huge amount of Christmas gifts! In addition to CAL FIRE's generous donations, we had support from a large amount of community members who "adopted" all of our Community Partner families and provided them all with gifts for the whole family!



Denim Day
MSF supported **Mountain Crisis Services** in their effor to bring awareness to victims c sexual assault by wearing deni on Denim Day with a purpose t support survivors and educate ourselves about sexual assault



Christmas Tree Donation-4H
Triangle 4H made a generous donation of a fresh cut Christmas tree to an MSF Community Partner Family!



Thanksgiving Adopt a Family
MSF teamed up with BB's Catering, Pioneer Market, 1850 Restaurant and amazing community members to supply al MSF Community Partner families with Thanksgiving dinners.

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Resource & Referral

- Mission: Provide an easy-to-use, non-judgmental, caring, professional information and referral service. This service offers confidential guidance, advocacy and assistance in accessing resources that are available to help support families and individuals while strengthening the community.

Life Skills & Advocacy

- Free assistance is offered to strengthen family life skills in Mariposa.
  - ◊ Job Search
  - ◊ Money Management
  - ◊ Budgeting
  - ◊ Mentoring Services
  - ◊ High School GED
  - ◊ CPR/First Aid





Supporting Families via "Pantry Palooza"

Mariposa Safe Families teamed up with West America Bank, in what MSF hopes will be an annual event, to provide pantry essentials to local families in need. The MSF team put together every bag with care and love and distributed a total of 65 bags to community members.





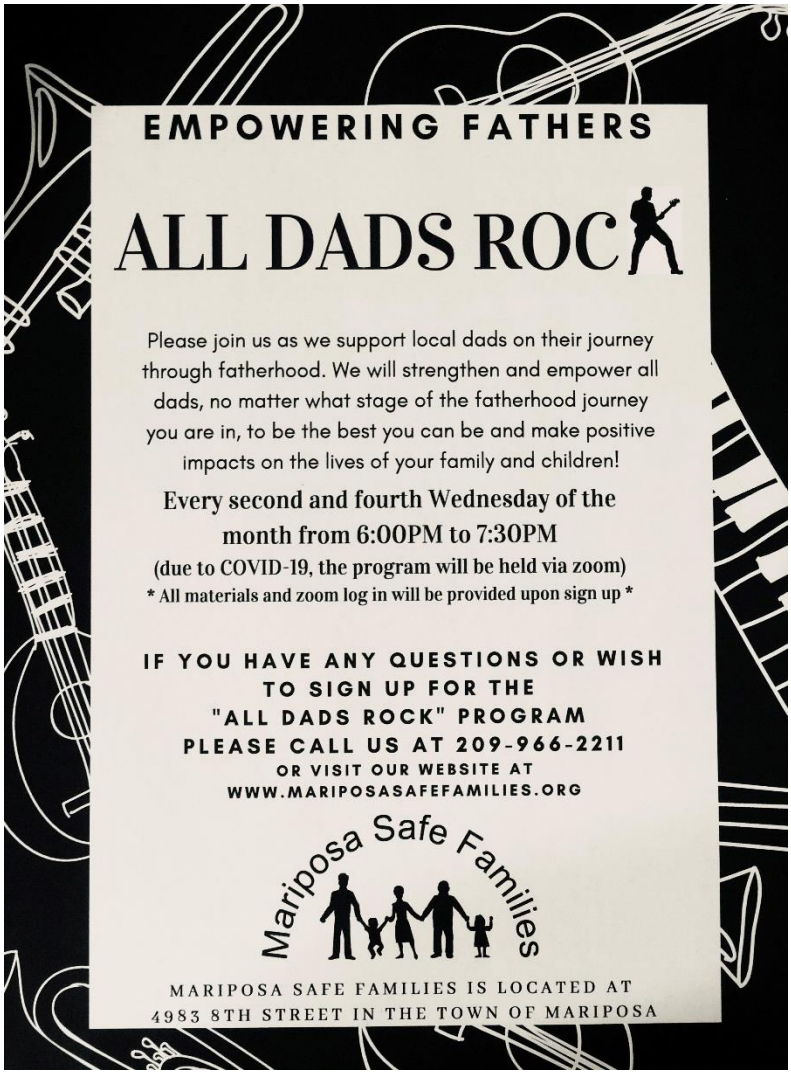
Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Father Engagement Program

"All Dads Rock"

Mariposa Safe Families is excited to see this program come to fruition as it has been a program needed in our community for so long.

This program was developed and will be implemented by Mariposa Safe Families, in an effort, to support local dads on their journey through fatherhood. We will strengthen and empower all dads, no matter what stage of the fatherhood journey you are in, to be the best you can be and make positive impacts on the lives of your family and children!



"Only the best dads let their children fly. Only the most loved children will soar. Thank you for giving me wings."
~unknown



"A girl's father is the first man in her life, and probably the most influential. I wanted to keep this in mind while putting this program together. I want to be able to give back all that my father gave to me." ~Donna Santi

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Community Partner Program

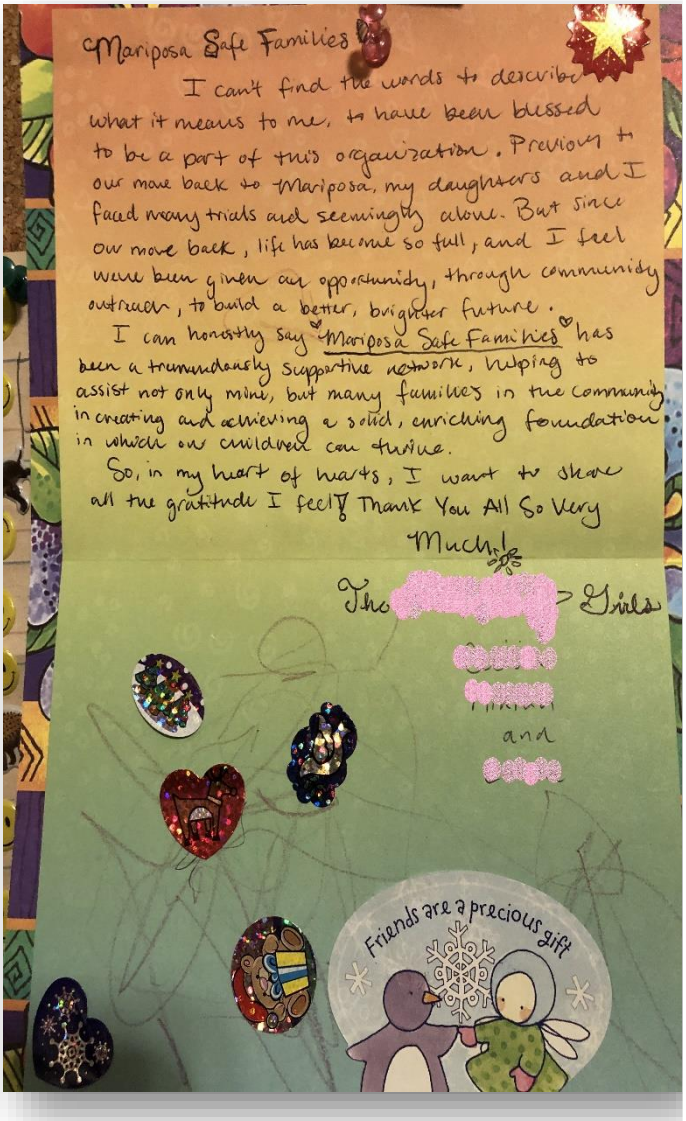
"We are here to provide you with a hand up, not a handout!"

Mentoring and other assistance is made available to local families and community members in need. Mariposa Safe Families assists those in need with basic needs while empowering them to become self sufficient. Participating families are given opportunities to succeed and invest in their future by attending classes and earn "community cash" by visiting other agencies in Mariposa County. MSF collaborates with local community-based organizations to help foster a relationship with the participants and outside resources available to them to help establish self-sufficiency even in later times of adversity.

Through the Community Partner Program, MSF can also provide and/or arrange for client transportation to meetings and appointments and provide monetary support for client's basic needs which include but are not limited to: groceries, fuel, utility bills, sanitary items, etc. MSF Currently has 25 community members enrolled in the program.

"Here at Mariposa Safe Families we understand that sometimes life just happens. We are going to be the ones standing next to you cheering you on as you overcome the obstacles that are holding you back from achieving your life goals and success. We are your helping hand!" ~ M. Atkinson





In early December 2020, MSF received this card from a Community Partner Client.

"One of the most amazing aspects of my position at Mariposa Safe Families is being a part of the Community Partner Program. Having the ability to assist someone with the support and hand up that they need during moments when they aren't sure where to turn is one of the most rewarding things possible. It brings me such joy to see the success and positive change this program brings to our community." ~Dani Osenbaugh

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Family Engagement Activities

Mariposa Safe Families Family Engagement Activities are designed to build rapport, engage parent involvement and increase awareness of family and children services and opportunities.
Some of the activities Include:

- Halloween Trunk-or-Treat is a fun and safe alternative to trick-or-treating, which is held annually at the Mariposa County Courthouse (400+ particpants)
- Safe At Home Family Fun Event in the town of Mariposa is held annually in April (250 people serve
- Family Engagement Bingo Night is held virtually via Zoom twice a month (60 families participated per month)
- Daddy Daughter Dance held annually in April (postponed due to COVID-19)
- Halloween Family Engagement Pumpkin Carving Event (50 people participated)
- Monthly activities held via social media – giveaways and raffles for fun family engagement prizes (200+ participants each month)



Zoom Family Engagement Bingo Nights! (sooo much fun!)



Family Engagemen Games, Puzzles and Prizes!



Family Halloween Pumpkin Carving Event!



Lending Library for Families!

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Youth Development
(Friday Night Live and Club Live)

- Offers youth opportunities, skills and support in partnership with adult allies to create positive change in the community and bring awareness to substance use prevention.
- Mariposa County Friday Night Live Partnership administered by MSF is affiliated with the CA Friday Night Partnership (CFNLP):
  - The CFNLP mission is to build partnerships for positive and healthy youth development which engage youth as active resource and leaders in their community.
- 2019-2020 programs served young people through the following:
  - MCHS Friday Night Live chapter
  - Mariposa Club Live Chapters

"FNL has been a major part of my life since I was in 6th grade and has changed it completely. I have been educated on the importance of battling addiction and exposure to drugs and alcohol in communities as well as gained many skills along the way. This organization influences youth all across California and I love being apart of change!"
~Heather Livingston



Mariposa FNL Chapter attended the FNL Youth Summit in Anaheim in late 2019. (Pre COVID)



Youth from the Mariposa FNL Chapter along with MSF Youth Coordinator Heather Livingston, attended the FNL Youth Summits virtually via Zoom in Mid-2020.



All Friday Night Live and Club Live Meetings and Sessions are being held via zoom during the COVID-19 Pandemic. MSF cannot express how inspiring and awesome these local youth are. Even with the tough times of a pandemic and using zoom for everything the Mariposa Chapter FNL Youth are still getting the work done! Bravo.

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

"After School Matters"
(After school program for youth grades 7th-12th)

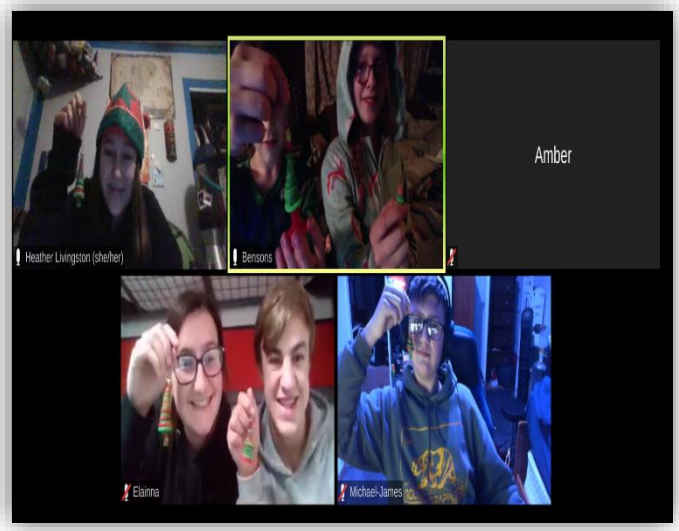
The After School Matters Program was started in December 2020 by Mariposa Safe Families and is a program aimed towards engaging local youth (grades 7th-12th) during after school hours. ASM is intended to promote safe, healthy, substance free engagement for our local youth while inspiring their creativity. This is a safe place for the youth to expand their minds and skill sets! The activities for the ASM program are developed by the FNL and Youth Advisory Group Youth.

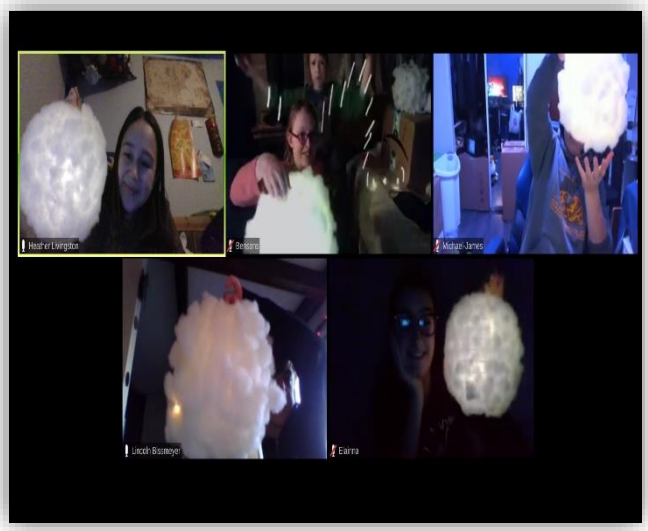
Some of the ASM topics include:

- Team Building Exercises
- Arts and Craft-based activities
- Writing and theater activities
- Cooking and food activities
- Science and STEM activities
- Physical games and activities
- Community Resource Guest Speakers
- Mock Interviews



ASM is held weekly on Tuesdays and Thursdays from 2:30PM to 5:30PM. Due to the COVID-19 pandemic and stay at home order, the ASM Program is currently being held via zoom.





"ASM allows youth to decide what is in the curriculum based on what they need or want to improve on. Flexibility in a youth program is important for making an impact on lives in the ways they need it most!" ~Heather Livingston

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Mariposa Safe Families, Inc. is the designated Child Abuse Prevention Council for Mariposa County and the County Children's Trust Commission

Child Abuse Prevention Council (CAPC)

Functions as per the CA Welfare & Institutions Code

Raising Awareness

Training Professionals

Developing Resources

Coordinating Services

Advocating for Children & Families

Mission: Promote safe and healthy families and prevent child abuse in Mariposa County by guiding effective prevention efforts and strategies and advocating for a coordinated community response.

We fulfill our legislative purpose through the following activities:

Raising Awareness

- Community awareness campaigns:
  - Child Abuse Prevention Month April 2020
  - Alcohol Awareness Month April 2020
  - Red Ribbon Week October 23-31, 2020
- MSF Website
- Family Enrichment Activities
- 211

Training Professionals

- Mandated Reporter Trainings

Developing Resources

- Community partnerships
- Coordination of state wide training opportunities

Attending Meetings:

- Mariposa Abuse Prevention Council (MAPC)
- Child Abuse Prevention Council (CAPC)
- Mariposa County Corrections Meeting
- Mariposa County Behavioral Health Board Meeting

Monthly Community Event Topics:

- Family Engagement
- Child Car Seat Safety
- CPR and First Aid
- Child Abuse & Neglect Prevention
- Family Stress Relief
- Water Safety
- Fire Safety
- Back to School Readiness
- Internet Safety for Kids
- Substance Abuse Prevention
- Heroes Month
- Kindness Month



Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Coordination of Services

To promote system-wide, multidisciplinary coordination, MSFI has done the following:

- Assisted in facilitating the Mariposa Abuse Prevention Collaborative, including over 20 agencies and community groups represented with the following priorities:
  - ◊ Increase their understanding of the multiple systems that address the prevention of or response to child abuse
  - ◊ Identify incidence and trends of child abuse in Mariposa County
  - ◊ Increase community awareness of Child Abuse issues
  - ◊ Explore means to facilitate improved services for parents
- Built strong partnerships with local agencies and networked within the community
- Coordinated community events including but not limited to:
  - ◊ Safe At Home in Mariposa
  - ◊ Daddy Daughter Dance
  - ◊ Red Ribbon Week activities county wide
  - ◊ Halloween Trunk-or-Treat
  - ◊ Internet Safety Presentations with Sheriff's Office
  - ◊ Car Seat Checks with California Highway Patrol
  - ◊ Community or town hall meeting on Underage Drinking
  - ◊ Back to School Event in partnership with Mariposa County Health and Human Services Agency and John C. Fremont Hospital

Advocacy

- Advocated for children and family service needs by actively participating on County commissions, councils and coalitions related to child abuse & neglect and substance abuse prevention
- Increased community support of and involvement in child abuse prevention efforts through FEC activities
- Inform local groups and agencies of legislative and policy developments that affect children and families

Child Welfare Services Status Report

In accordance with the Welfare and Institutions Code, the mandated role of MSF is to recommend improvements to services provided to families and victims. Historically, MSF has reported annually on the Child Welfare Services (CWS) statistics. In lieu of that, it is the recommendation of the Child Abuse Prevention Council that community stakeholders take an active role in the Child Welfare Services County Self Assessment. The CSA is one element of the State accountability process conducted by CWS.

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

Mariposa Safe Families, Inc.

2019-2020

Board of Directors

Lester Bridges - Faith Based Community

Gwen Nitta - Community Member

Christene Scott - AVP-Branch Manager, West America Bank

Chris Boehm – Mariposa County Sheriff's Office

Connie Pearce – Community Member

Matt DiPirro – Mariposa County Probation Department

Lydia Lower – Director of Educational Service MCUSD

Baljit Hundal – Division Director Human Services MCHHSA

Clay River - Miwumati Healing Center - Southern Sierra Miwuk Nation

MSF Team

Megan Atkinson, Interim Executive Director

Donna Santi, Lead Prevention Specialist

Dani Osenbaugh, Prevention Specialist

Heather Livingston, Youth Coordinator

Board Officers

Chairperson – Lester Bridges
Co-Chairperson - Gwen Nitta
Secretary – Connie Pearce
Treasurer - Christene Scott

Committees

Executive

Finance

Policy & Procedures

Mariposa Safe Families

On behalf of Mariposa Safe Families, we thank the Mariposa County Board of Supervisors for their ongoing support.
We look forward to our continued service to Mariposa County.
Wishing everyone a safe and blessed New Year!

Attachment: Mariposa Safe Families Annual Report to BOS 2019_2020 (11340 : Receive a Presentation from Safe Families, Inc.)

2019-2020
Annual Report

(October 1, 2019 – December 31, 2020)

Located at:
4983 8th Street
Mariposa, CA 95338

Mailing Address:
P.O. Box 545
Mariposa, CA 95338

Phone Number:
209-966-2211

Website:
www.mariposasafefamiles.org

Mariposa Safe Families

The Child Abuse Prevention Council of Mariposa County

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

MARIPOSA SAFE FAMILIES, INC. TEAM OF STAFF MEMBERS

- **Megan Atkinson, Interim Executive Director** (second from left)
  Mrs. Atkinson joined the MSF Team in October 2020 after taking a leave of absence from the MSF/CAPC Board of Directors to assist MSF with realignment. Mrs. Atkinson has experience in successful non-profit management and has vast experience working with the local Child Welfare Services team.

- **Donna Santi, Lead Prevention Specialist** (second from right)
  Mrs. Santi joined the MSF team in January 2020 and has vast experience working with young children with emphasis on working with severely disabled youth. Mrs. Santi worked with the local school district for fifteen years prior to joining the MSF Team.

- **Dani Osenbaugh, Prevention Specialist** (far left)
  Mrs. Osenbaugh joined the MSF team in October 2020. Mrs. Osenbaugh has experience in elementary education, has taught piano for several years and also worked with a non-profit prior to joining the MSF Team.

- **Heather Livingston, Youth Coordinator** (far right)
  Ms. Livingston joined the MSF team in October 2020. Ms. Livingston is a 2020 graduate of the Mariposa County High School where she was active in the Friday Night Live and Club Live Programs for six years.



"Unity is strength... when there is teamwork and collaboration, wonderful things can be achieved!"
~Mattie Stepanek

Mariposa Safe Families, Inc.
BOARD OF DIRECTORS

- Lester Bridges, Board Chair
  Faith-based Community Member
  Director Since 2012
- Gwen Nitta, Vice Chair
  Community Member
  Director Since 2006
- Connie Pearce, Secretary
  Community Member
  Director Since 2002
- Christene Scott, Treasurer
  WestAmerica Bank, Bank Manager
  Director Since 2006
- Baljit Hundal
  Mariposa County Health and Human Services
  Director Since 2020
- Chris Boehm
  Mariposa County Sheriff's Office
  Director Since 2019
- Clay River
  Miwumati Healing Center-Southern Sierra Miwuk Nation
  Director Since 2020
- Matt DiPirro
  Mariposa County Probation Department
  Director Since 2020
- Lydia Lower
  Mariposa County Unified School District
  Director Since 2020

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

OUR PURPOSE,VISION AND MISSION



PURPOSE:

The Child Abuse Prevention Council's primary purpose is to coordinate the community's efforts to prevent and respond to child abuse and neglect.

VISION:

All children in the community are nurtured by safe and healthy families.

MISSION:

To promote safe and healthy families and prevent child abuse in Mariposa County by guiding effective prevention efforts and strategies and advocating for a coordinated community response.

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

THE HISTORY OF MARIPOSA SAFE FAMILIES, INC.

In 1978 the California Legislature acknowledged child abuse was a growing concern in this state. Therefore, California Welfare and Institutions Code (WIC), Chapter 12.5, Section 18980 established the Child Abuse Prevention Coordinating Council Act. The intent of the Legislature, as described in WIC Section 18981.1, is to fund child abuse prevention councils in each county.

The Mariposa County Child Abuse Prevention Coordinating Council (CAPC) was created in 1986 by the Mariposa County Board of Supervisors, as mandated by WIC Section 18983.4.

In 2003, the Mariposa County CAPC successfully changed its name to Mariposa Safe Families, Incorporated (MSF), and became a non-profit public benefit corporation. In 2004, MSF received exemption status under Internal Revenue Code Section 501(c)(3).

In 2005, the Mariposa County Board of Supervisors recognized Mariposa Safe Families, Incorporated as the designated Mariposa County Child Abuse Prevention Council.

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe



APRIL IS CHILD ABUSE PREVENTION MONTH

In the spring of 1989, a Virginia grandmother named Bonnie Finney tied a blue ribbon to the antenna of her van. When people asked her why, she shared with them the story of her grandchildren and the child abuse they had suffered, which ultimately led to the death of her 3-year-old grandson.

Child abuse includes:

- **Physical abuse**
- **Neglect**
- **Sexual abuse**
- **Emotional maltreatment**
- **Exposure to violence and the abuse of others**



Mariposa Safe Families is the lead for all Child Abuse Prevention activities which occur annually during the month of April.

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

MARIPOSA SAFE FAMILIES, INC. PROGRAMS, ACTIVITIES AND SERVICES

FAMILY ENRICHMENT CENTER

The Family Enrichment Center (FEC) was established in 2008. FEC office hours are Monday thru Friday from 8:30am to 5:00 pm. (currently closed due to COVID-19 restrictions)

FEC staff are available to assist clients in locating local services to meet their needs, provide support, and assist clients in improving their life skills and achieve their personal and family goals.

Launched in 2015, 2-1-1 is an internet-based program that provides free and confidential services that connects people to local resources 24 hours a day, 7 days a week.



SOME OF THE SERVICES AVAILABLE

- Family Enrichment
- Peer Support
- Parent Education/Child Development
- Resource and Referral Services
- Life Skills and Advocacy
- Youth Development
- Mandated Reporter Training
- Community Awareness Campaigns

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

COMMUNITY PARTNER PROGRAM

PROVIDING A HAND UP, NOT A HANDOUT

- Dedicated to helping reduce poverty in Mariposa County
- Aimed at helping clients become self-sufficient
- Participants are guided by a Mariposa Safe Families representative, based on their needs
- Focus is on educating participants about the resources available within the community to help them
- Engages families in enhancing life skills, including but not limited to:
  - Budgeting
  - Parenting
  - Furthering their education
  - Healthy Living
  - Employment and training



Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

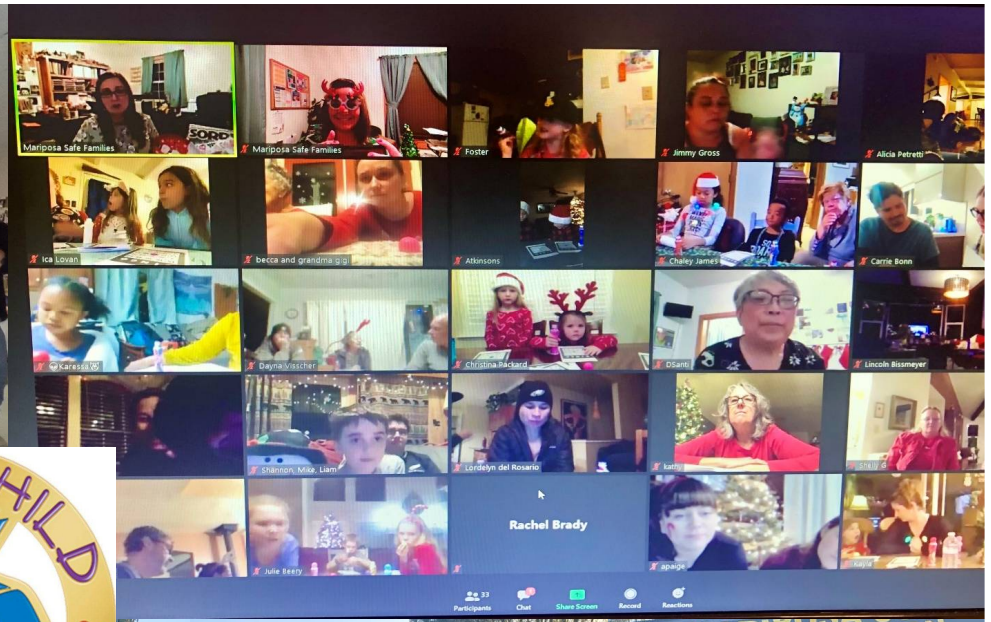
COMMUNITY EVENTS



- Safe at Home: This is a family resource fair that gives attendees access to the resources available in Mariposa County that can strengthen families. This event has been held annually since 2006 one week prior to the Easter Holiday.
- Daddy Daughter Dance: This event encourages father engagement. The dance has occurred annually since 2012.
- Halloween Trunk-or-Treat: This event was started in 2013 to provide a safe and fun alternative to trick-or-treating for families and youth. This event has evolved into a fun, competitive activity for our community partners as well.
- Family Bingo Night: Promotes family engagement while MSF promotes healthy and safe living and provides safe families educational information to all participants. (currently held via zoom twice a month)

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe




Mariposa Safe Families
Mariposa Safe Families
Foster
Jimmy Gross
Alicia Petretti
Ica Lovan
becca and grandma gigi
Atkinsons
Chaley James
Carrie Bonn
Karessa
Dayna Visscher
Christina Packard
DSant
Lincoln Bissmeyer
Shannon, Mike, Liam
Londelyn del Rosario
Rachel Brady
Julie Beery
apage
Participants
Chat
Share Screen
Record
Reactions




EVERY CHILD
MATTERS



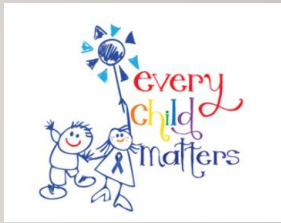



PROBATION

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe



COMMUNITY AWARENESS AND EDUCATION







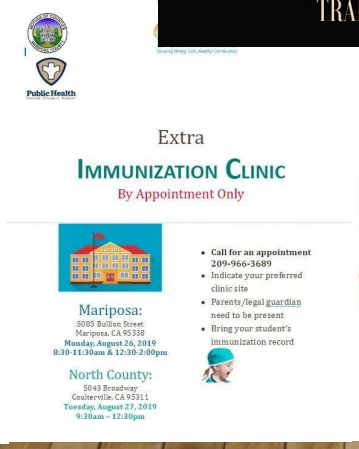






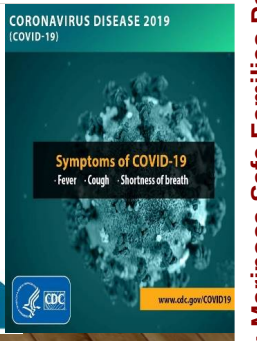












MARIPOSA COUNTY CHILD ABUSE PREVENTION COUNCIL AND COUNTY CHILDREN'S TRUST COMMISSION FUNCTIONS

- Child Protection Unit: During 2019-2020 safety curriculum was provided to TK-3rd grade students in Mariposa County. In 2020-2021, this curriculum will be provided by the MCUSD.
- Child Abuse Prevention Month Awareness: Activities includes the pinwheel gardens throughout the County, Children's Memorial Flag Raising Ceremony during the month of April, Family Stress Relief practices, Child Care Safety Seat Events, Fire Safety Practices, Internet Safety sessions, among many others.
- Safety Awareness and Education Services: Monthly family and child safety themes are coordinated with community partners throughout the year.
- Father Engagement Program "All Dads Rock" - Support group for all dads, no matter what stage of fatherhood they are in. A program that is aimed to strengthen and empower all dads to be the best that they can be and make positive impacts on the lives of their family and children. "All Dads Rock" is currently be held via zoom every second and fourth Wednesday of the month from 6:00PM-7:30PM.

SUBSTANCE ABUSE PREVENTION

ANNUAL ACTIVITIES

- Every 15 Minutes
- DUI Court
- Community Awareness
  - v Proclamations
  - v Public Meetings
  - v Brochures, Handouts
  - v Community Surveys
- Red Ribbon Week: MSF Teams up with local partners and MCUSD to bring awareness to Substance Use Prevention
  - v Spirit Week – Wear Red, Team Up Against Drugs (Jersey Day, and Be a Hero Day)
  - v Coloring Contest
  - v Plant the Promise
  - v Educational Materials
  - v Pledge Tables









"AFTER SCHOOL MATTERS" PROGRAM (ASM)

The After School Matters Program was started in December 2020 by Mariposa Safe Families and is a program aimed towards engaging local youth (grades 7th-12th) during after school hours. ASM is intended to promote safe, healthy, substance free engagement for our local youth while inspiring their creativity.

Some of the ASM topics include:

- Team Building Exercises
- Arts and Craft-based activities
- Writing and theater activities
- Cooking and food activities
- Science and STEM activities
- Physical games and activities
- Community Resource Guest Speakers
- Mock Interviews

After School Matters

Sponsored by Mariposa Safe Families, Inc.





ASM is currently held via Zoom every Tuesday and Thursday from 3:00PM-5:30PM

Friday Night Live and Club Live

build partnerships for positive and healthy youth development which engage youth as active leaders and resources in our local community.

- Friday Night Live (FNL) is a high school-based program that encourages youth to support each other in making healthy life choices.
- FNL students collaborate with adult mentors to choose, organize and implement community events throughout the year that raise awareness about substance use among our youth and encourage healthy living.

- Club Live is for students in 6th, 7th and 8th grades.
- Club Live focuses on substance use disorder prevention and underage drinking prevention.
- Students participate in various community events throughout the year.
- Friday Night Live and Club Live is offered throughout the Mariposa County Unified School District.

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

CHILD ABUSE PREVENTION EFFORTS DURING THE COVID-19 PANDEMIC

MSF has implemented tele communications with the public and partners during the COVID-19 pandemic. This includes the implementation of conference and zoom meetings rather than in person meetings. Community members in need of MSF services are assisted via appointments with social distancing and all visitors to the MSF office are required to wear a mask or shield.

MSF has provided commodities to local community members and families in need. The commodities include: food, toiletries, sanitary items, cleaning supplies, self care items (toothbrushes, toothpaste, shampoo, conditioner), baby diapers, adult diapers, baby wipes, among other items. These items remain available for any, and all, community members in need.

MSF continues to provide family engagement and support items to local families. These items include: board games, coloring books for children, activity resources and ideas, outdoor play activity items, puzzles, etc.

MSF has strengthened it's relations with local entities in an effort to support local families during their time of need.

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

Mariposa Safe Families, Inc.
2019-2020 Funding Sources

- A contract with Mariposa County Health and Human Services - Community Based Child Abuse Prevention (CBCAP) program and the State Child Abuse Prevention, Intervention and Treatment (CAPIT) Funding: Supports Mariposa Safe Families in our efforts in providing child abuses prevention services throughout Mariposa County which include but are not limited to the "All Dads Rock" Program, Monthly Child Abuse Prevention Activities, Family Engagement Center and the Family Engagement Activities.

- A contract with Mariposa County Health and Human Services - Substance Abuse Prevention and Treatment block grant (SAPT) funding: Supports Mariposa Safe Families is our efforts in providing substance abuse prevention services throughout Mariposa County which include but are not limited to the Friday Night Live, Club Live and After School Matters Program.

- Wal Mart Community Support Grant: Provides monetary support for the MSF Father Engagement Program

- Mariposa County Rotary: Provides monetary support to MSF for the purchase of school supplies for local children

- Friday Night Live Partnership Grant: Allows for MSF to provide substance use prevention support to Mariposa County with youth led activities.

Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe



Attachment: Mariposa Safe Families PowerPoint Presentation (11340 : Receive a Presentation from Safe

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-30

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Submission of Homeless Housing Assistance Prevention Program Funding Application

---

RECOMMENDATION AND JUSTIFICATION:

Approve submission of a grant application for the Homeless Housing Assistance Prevention Program (HHAP); approve Health and Human Services Agency (HHSA) participation through the Amador Tuolumne Community Action Agency (ATCAA); approve redirection of the County of Mariposa allocation portion $87,316 as leverage to the project; and Ratify the Health and Human Services Agency Director's signature on the letter to participate.

Mariposa County HHSA wishes to redirect this HHAP Round 2 funding release ($87,316) to the Central Sierra Continuum of Care (CoC) to allow a local community based organization to apply for and provide services for various homeless services to serve Mariposa County residents.

Mariposa County has implemented previous projects as a member of ATCAA, joining Amador, Calaveras, and Tuolumne counties in the Central Sierra Continuum of Care (CoC) to apply for housing and homeless-related funding and participate in, and provide services for various homeless programs. For the HHAP program, funds are provided through a one-time grant that must be used in the four-county region for a broad variety of activities to assist persons experiencing homelessness or at risk of homelessness. The parameters of the program are intentionally broad to give counties flexibility in addressing local needs. The HHAP funding was authorized by AB 101 (Committee on Budget, Chapter 159, Statutes of 2019), which was signed into law by Governor Gavin Newsom on July 31, 2019.

The HHAP program is administered by the California Homeless Coordinating and Financing Council (HCFC). ATCAA is a recognized Administrative Entity for HHAP. The total project budget for the region will be approximately $1.9M. The total Mariposa County HHAP direct services budget is expected to be approximately $250-300K.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 9, 2015, the Board of Supervisors adopted the County's Homeless Strategic Plan, which supported the strategy of developing emergency homeless housing solutions.

On February 11, 2020, the Board of Supervisors approved submission of a previous application for Homeless Housing Assistance Prevention (HHAP) Program funding through Resolution No. 2020-71.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County can choose not to support this effort to address an emergency solution to homelessness and not to apply for the HHAP Funding. This will likely result in higher costs over time by way of increased emergency police/fire/medical response, increased healthcare costs and impact on Emergency Departments, increased need for behavioral healthcare including substance use disorder treatment, and potential public health and environmental health impacts for the community.

FINANCIAL IMPACT:
There will be no financial impact to the County General Fund. This project will directly fund a community based organization to perform services through new HHAP Round 2 Grant funding.

ATTACHMENTS:
Mariposa Intent to Redirect HHAP R2 (JPG)

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

APPENDIX C: INTENT TO REDIRECT FORM

CALIFORNIA
HOMELESS COORDINATING AND FINANCING COUNCIL
Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Intent to Redirect Program Allocation

The Homeless Coordinating and Financing Council (HCFC) is requiring all eligible applicants that wish to redirect their program applications to another eligible jurisdiction submit their intent to do so by November 23, 2020. Eligible applicants will be allowed to redirect their HHAP program allocation to a Continuum of Care (CoC), large city, or county that serves the same region it is connected to in lieu of directly applying for their program allocation. Eligible applicants who are giving and receiving the program allocation will also need to submit a binding resolution or agreement that redirects the funds from one entity to the other by the application due date.

By submitting this form, you are notifying HCFC of your intent to redirect your HHAP program allocation to your partnering CoC, large city (if applicable), or county and acknowledge the following program requirements:

1. The jurisdiction must redirect their entire HHAP program allocation to a single CoC, large city (if applicable), or county that serves the same region.
2. Redirected funds shall be used in the jurisdiction entitled to the funds or to provide regional housing or services that serve the population living in the jurisdiction entitled to the funds.
3. The eligible applicant receiving funds must clearly identify the intended use of the redirected funds in their program application.
4. The eligible applicant receiving funds must comply with all program expenditure deadlines. For example, if a large city receives funds from a county, the entire county program allocation must be contractually obligated by May 31, 2023. Funds not contractually obligated by this date would then revert to the CoC serving that region.
5. Each eligible applicant who is party to a redirection must submit either a binding resolution or a joint agreement that redirects the funds from one entity to the other such as: governing board resolutions or joint Memorandum of Understanding (MOU), etc. Evidence of such an agreement/ resolution must be submitted by the Round 2 application deadline.

Eligible Applicant **redirecting** funds:
☐ CoC ☐ Large City ☒ County Name of Applicant: Mariposa Health & Human Services Agency

Eligible Applicant **receiving** funds:
☒ CoC ☐ Large City ☐ County Name of Applicant: Central Sierra Continuum of Care

I certify that the signature(s) below are authorized to sign for all applicable documents for the HHAP-2 grant.

Shannon Gadd, Director
Name and Title of Authorized Representative

S Gadd
Signature of Authorized Representative

11/23/2020
Date

Attachment: Mariposa Intent to Redirect HHAP R2 (RES-2021-30 : Approve Submission of Homeless Housing Assistance Prevention Program Funding

MARIPOSA COUNTY

Public Works · 209 966 5356

ORDINANCE 2021-1160

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Ordinance Amending Section 10.08.031 - Camping and Overnight Parking

---

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt "An Ordinance Amending Section 10.08.031 of the Mariposa County Code titled 'Camping and Overnight Parking'"

This Ordinance provides for No Overnight Camping or Parking on the North and South Sides of State Highway140 near Yosemite National Park in the community of El Portal upon receipt of a Caltrans Encroachment Permit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Parking and camping in this area has become a hazard to vehicular traffic, pedestrian and a health safety concern all of which can be mitigated with the passage of this Ordinance.

Staff has received conditional approval of an Encroachment Permit from Caltrans which will be formalized and issued should this Ordinance be passed.

This ordinance was introduced on January 12, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may choose to not pass the ordinance in which case safety concerns will not be mitigated. It can also amend it at the first reading; however, no amendments can be made once the ordinance has been introduced.

ATTACHMENTS:
PW - Ordinance first reading (PDF)
MER-140 near El Portal No Parking Resolution (PDF)

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 1/26/2021 9:00 AM**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Tracy Gauthier

From: Rodriguez, Francisco J@DOT <francisco.j.rodriguez@dot.ca.gov>
Sent: Tuesday, December 22, 2020 4:56 PM
To: Mike Healy
Cc: Gill, Bob@DOT
Subject: MER-140 near El Portal No Parking Resolution

Hi Mike,

Just wanted to let you know that Caltrans District 10 Traffic Ops does not have any objection to the attached resolution that you sent previously. So when you are ready to apply for an encroachment permit, please contact Bob Gill, Permits Field Inspector for Mariposa County. He can be reached at: bob.gill@dot.ca.gov Bob would let you know what is required whenever the county wants to move forward.

The signs, installation and maintenance of the signs would be the responsibility of the county. Also I don't know if there are any environmentally sensitive areas in the proposed locations of installation so this would need to be taking into account by the county.

Thank you and have a good day!

Francisco J. Rodriguez, P.E.
District Permit Engineer
District 10 Encroachment Permits
Work (209) 948-7806
FAX : (209) 948-7232
E-mail : Francisco_J_Rodriguez@dot.ca.gov
Applications and Forms: https://dot.ca.gov/programs/traffic-operations/ep/applications
Video: e-How - Submitting an Encroachment Permit Application Package (YouTube link)

Attachment: MER-140 near El Portal No Parking Resolution (2021-ORD-1160 : Ordinance Amending Section 10.08.031 - Camping and Overnight

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary

---

TITLE OF PRESENTATION:

Receive the 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary.

This item is scheduled to provide information regarding procedural and compliance statistics for the annual self-reporting requirement for residential transient occupancy facilities contained in County Code.

See memorandum for additional information.

BACKGROUND AND HISTORY:

March 2016: Ordinance 1116 adopted amending County Code to complete processing of General Plan/County Code Amendment No. 2015-112. Amendments included mandated annual self reporting for all residential transient occupancy facilities.

.

ATTACHMENTS:
Memo to BOS (PDF)
Blank TOT Self-Report (PDF)
Blank TOT Application (PDF)
2019-2020 Residential Transient Occupancy Facility Annual Presentation (PDF)

RESULT: INFORMATION RECEIVED

MARIPOSA PLANNING

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

Sarah Williams, Director
swilliams@mariposacounty.org
Kaitlyn Casner, Assistant Planner
kcasner@mariposacounty.org

MEMORANDUM

Date: December 28, 2020

To: Board of Supervisors

From: Kaitlyn Casner, Assistant Planner

Topic: County Project No. 2020-015 (2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

Purpose

The purpose of this memorandum is to provide information regarding procedural and compliance statistics for the County Code self-reporting requirement for 2019-2020, for residential transient occupancy facilities, including residential vacation rentals and bed and breakfast facilities.

Background

Ordinance 1116 was adopted by the Board on March 15, 2016 amending County Code to establish a transient occupancy facility annual self-reporting requirement.

Requirements

Mariposa County Code Sections 17.108.180.Q and 17.108.180.R establish the following requirements for annual self-reporting for transient occupancy facilities:

> Q. On a yearly basis, by the 30th day of April, the owner or manager of a residential transient occupancy establishment shall provide to the Planning Department on a County-approved form confirmation that the establishment complies with the following:
>
> 1. Smoke alarms and CO detectors are in working condition with fresh batteries.
>
> 2. Fire extinguishers are adequately charged.
>
> 3. The structure and any improvements or modifications were constructed under appropriate building permits or permits from the CA Housing and Community Development Department (for mobile homes).
>
> 4. The facility remains compliant with the residential transient occupancy safety checklist in effect at the time the transient occupancy registration certificate was issued.

Attachment: Memo to BOS (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

R. Failure of the landowner or manager to maintain the conditions and requirements of this section or failure to submit the annual facility compliance report would be deemed a violation and may result in the rescinding of the approval and Transient Occupancy Tax Certificate.

This self-reporting requirement shall apply to all residential transient occupancy facilities, regardless of their approval date.

2019-2020 Process

There was a total of 696 Vacation Rental/Bed and Breakfast locations that were required to self-report by April 30, 2020 pursuant to Mariposa County Code.

Correspondence

- 696 "reminder" letters with reports attached were sent to owners/managers of Vacation Rentals/Bed and Breakfasts stating that their 2019-2020 Annual Self-Inspection Compliance Reports were due between February 1st and April 30th, 2020 (February 14).
- 229 email reminders of deadline sent (April 1).
- **Due to COVID19, the Planning Director extended the deadline to 30 days after the Governor's travel restrictions are lifted, which ended up being August 17** (April 3).
- Deadline extension posted on Planning Department Website (April 3).
- 221 deadline extension postcard notices mailed (May 8).
- 107 final postcard reminders mailed (July 17).
- 44 final reminders emailed (August 14).

Compliance Summary

- As of April 30, 2020, 400 out of 696 reports were received completed.
- On August 25, 2020, 21 notices of intent to find violation sent out.
- On September 22, 2020, 6 notices of violation sent out.
- As of November 25, 2020 all reports received.
  - 223 reports received by online submission
  - 472 reports received by mail/delivered

Attachment: Memo to BOS (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

Review of 2019-2020 Process

The 2019-2020 reporting program was the fourth since the requirement was established in 2016. This was the second year using an online submission platform, ArcGIS Survey123. A total of 221 reports were received online compared to 208 during the 2018-2019 reporting cycle. Each year we can expect this number to grow as more individuals are looking to complete work online.

The COVID19 pandemic made it difficult for many property owners to complete their self-inspection report before the original deadline of April 30, 2020. Due to travel restrictions and other limitations, the Planning Director extended the deadline until after the Governor's travel restriction was lifted (extension ended up being August 17, 2020) to give everyone a chance to comfortably and safely complete their reports. Having an online option allowed for individuals to complete their reports while maintaining social distancing.

Due to the last two years' scheduling of notifications and reminders being so successful we plan to use the same system for next year's reporting period. This schedule delivered clear communication of requirements and provided timely reminders.

Scheduled Notifications/Reminders

- **February 15, 2021** – Staff will mail the Self-Inspection Compliance Reports to the Redwoods and Scenic Wonders, and to other owners/operators.

- **March 1, 2021** – A notice or article will be placed into the *Mariposa Gazette* and on the County's Facebook page. E-mail reminders will go out to those owners/operators who have provided e-mail addresses.

- **March 30, 2021** – A second e-mail reminder will be sent with a link to the on-line Self-Inspection Compliance Report. A reminder will be posted to the County's Facebook page.

- **April 15, 2021** – Postcard and e-mail reminders will be sent to those that have not returned their reports stating that forms are due by the 30th of April. A reminder will be posted on the County website, in the *Mariposa Gazette* and on Facebook.

- **April 30, 2021** – Self-Inspection Compliance Reports are due.

- **May 15, 2021** – "A Notice of Intent to Find a Violation" will be mailed for any reports not received.

- **June 1, 2021** – "A Notice of Violation" will be mailed for any reports not received.

- **June 30, 2021** – County action to commence, to cancel any TOT Certificates that have not reported by June 30, 2021.

In conclusion, it is staff's objective to make the future process of implementing Mariposa County Code efficient and easy to understand so that compliance can be achieved.

Attachment: Memo to BOS (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

MARIPOSA PLANNING

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

Sarah Williams, Director
swilliams@mariposacounty.org
Kaitlyn Casner, Planning Technician
kcasner@mariposacounty.org

February 14, 2020

«Contact_1»
«Party_Street_Number» «Party_Street_Name» «Party_Street_Type»
«Party_City», «Party_State» «Party_Zip»

RE: 2019-2020 Annual Self-Inspection Compliance Report – DUE APRIL 30, 2020

Dear Residential Transient Occupancy Facility Business Operator:

Mariposa County Code §17.108.180.Q establishes an annual requirement for residential transient occupancy business operators to submit a **self-inspection compliance report** for each rental facility managed. As an operator, you are required to submit a report on the attached form for your Residential Transient Occupancy facility (B&B or Vacation Rental). A separate report is required for each facility, if you own or manage more than one facility. Mariposa County Code, §17.108.180.Q establishes the requirements and the annual deadline. **Please conduct your inspection and return the correct form by no later than APRIL 30, 2020.**

The purpose of the inspection and report is to ensure that your facility remains in compliance with the residential transient occupancy safety checklist in effect at the time the transient occupancy registration certificate was issued. The inspection and report requirement applies to all residential transient occupancy facilities, regardless of their approval date.

Failure to maintain your residential transient occupancy facility in accordance with the applicable safety checklist requirements and/or failure to submit the annual facility compliance report is a County Code violation, which could result in revocation of the facility's approval and revocation of your Transient Occupancy Tax (TOT) Certificate.

Enclosed please find a 2019-2020 Self-Inspection Compliance Report. It is the owner's responsibility to insure that this report is completed and returned. You may either fill out this form and return in the self-addressed envelope or go to the following link on the Mariposa County website (www.mariposacounty.org/716/BBVacation-Rental) and complete your report on-line. Please note that all questions must be answered in order for your report to be accepted as complete. Any incomplete reports will be returned to the sender.

Please contact our office at (209) 966-5151 should you have any questions regarding this requirement. You may also email Kaitlyn Casner at kcasner@mariposacounty.org

Regards,

Sarah Williams
Director

Attachment: Blank TOT Self-Report [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

Residential Transient Occupancy Facility
2019-2020 Self-Inspection Compliance Report

(NOTE: A separate report is required for EACH facility)

REPORTING PERIOD: April 1, 2019 through March 30, 2020

SUBMITTAL DEADLINE: April 30, 2020

Rental Facility Name: «TR_Business_Name»

TOT Certificate No: «Certificate_»

Facility Address: «TR_Street_Number» «TR_Street_Name»

APN: «APN»

Owner: «Contact_1»

Email: «Contact_1_Email»

Please:

1) **Conduct a self-Inspection of your facility before April 30, 2020**
2) **Indicate date of your inspection and either answer the question OR circle Y for Yes, or N for No. If a question does not apply please indicate the question number and why it is not applicable on page 2.**
3) **Sign and date at the bottom of the form (page 2).**

Date of self-inspection: _____, 2020

Checklist for Residential Transient Occupancy Facility Self-Inspection Compliance Report

Y – N 1. Have you submitted all required Transient Occupancy Taxes to the Tax Collector during the reporting period?

Y – N 2. Has the facility remained in compliance with the residential transient occupancy safety checklists (from the Building and Fire Departments) in effect at the time the transient occupancy registration certificate was issued?

Y – N 3. Has the unit remained in compliance with all fire protection provisions of the Public Resources Code, including maintenance of the required fuel break surrounding the residence as required by CAL FIRE?

Y – N 4. Are the smoke alarms and CO detectors located in each bedroom in working condition?

Y – N 5. Are all fire extinguishers adequately charged, conspicuously located, readily available and plainly marked?

Y – N 6. Has your on-site sewage disposal system or small private community system been maintained as originally approved by the Health Department?

Y – N 7. Has your water supply system been maintained as originally approved by the Health Department?

Y – N 8. Do you have a minimum 8 ½" x 11" written notice in your rental unit which contains the following information *(Check all that apply):*

- ☐ Instructions in case of fire or other emergency, including the name and phone number of the property owner or rental manager including fire escape routes.
- ☐ Quiet hours are between 10:00 p.m. and 8:00 a.m.
- ☐ Water and energy conservation measures.
- ☐ Proper use of wood burning stoves and fireplaces.
- ☐ Parking and snow removal requirements, if necessary. No parking on roadway is permitted during snow removal periods declared by the Director of Public Works, pursuant to County Code, Section 10.08.110.
- ☐ An identification of the character or area in which the unit is located (i.e. rural, agricultural, residential).
- ☐ A statement relative to respect for adjacent property owner's rights and trespassing concerns.
- ☐ Proper trash disposal, and bear preventive/control measures if applicable (El Portal, Wawona, Fish Camp, and Yosemite West).

Y – N 9. For non-owner-occupied vacation rentals, is there a minimum 5"x 7" weather-proof NOTICE that is easily and conspicuously visible at or near the main entrance to the rental unit with the name and phone number of the property owner or rental manager who is available by phone in case of emergency?

Y – N 10. Is your occupancy limit posted over or next to the facility's primary exit door?

(Required Checklist CONTINUED ON BACK)

Attachment: Blank TOT Self-Report [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

_Y – N_ 11. Is your street address posted as required?

_Y – N_ 12. Are parking and snow removal requirements (if necessary) posted? No parking on roadway is permitted during snow removal periods declared by the Director of Public Works, pursuant to County Code, Section 10.08.110 (for elevations above 2500 feet).

_____ 13. How many on-site, year-round accessible parking spaces are available? Parking may be stacked.

_____ 14. How many bedrooms are you renting?

_____ 15. What is your occupancy limit?

_____ 16. How many transient occupancy rental facilities do you maintain on this parcel?

If you are unable to confirm or answer any of the above, please explain:

_____

_____

_____

I certify (or declare) ***under penalty of perjury*** *under the Laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct and complete to the best of my knowledge and belief. I further verify,* ***under penalty of perjury,*** *that I am reporting and I am paying appropriate Transient Occupancy Taxes (TOT) and Tourism Business Improvement District (TBID) Taxes for the rental of the transient occupancy facility listed on this form.*

Signed in_____, California, this _____ day of _____, 2020

_____ Signature of Owner, Corporate Officer, or Manager	_____ Title, if applicable
_____ Printed Name of Person Signing this form	_____ Telephone Number (8 a.m. – 5 p.m.)
_____ Owners Nam(s)	_____ Current Mailing Address
_____ E-mail address, if not provided on front of this form	_____ Daytime Telephone Number
_____ Managing Company and/or Business Operator	_____ Current Mailing Address
_____ E-mail address, if not provided on front of this form	_____ Daytime Telephone Number

RETURN COMPLETED AND SIGNED FORM TO: MARIPOSA COUNTY PLANNING DEPARTMENT
PO Box 2039
Mariposa, CA 95338

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED BY APRIL 30, 2020 TO AVOID POTENTIAL VIOLATIONS AND FINES

INCOMPLETE FORMS WILL NOT BE ACCEPTED

Attachment: Blank TOT Self-Report [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

200501

BED & BREAKFAST / VACATION RENTAL / AGRICULTURAL HOMESTAY TAX CERTIFICATE /AMENDED CERTIFICATE GENERAL INFORMATION AND APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

To the Applicant:

This form is used for a new residential transient occupancy business. This form is also used when a property with an existing residential Transient Occupancy Tax (TOT) Certificate changes ownership and the new property owner wishes to operate a residential transient occupancy business. This form is used for an increase in the number of bedrooms in an existing transient occupancy business. This form is always used when *an on-site inspection is required* to issue a Transient Occupancy Tax (TOT) Certificate.

Bed and Breakfasts (B&Bs) and Vacation Rentals are allowed in all zones except in the Agricultural Exclusive (AE) zone. Only two vacation rentals are allowed per parcel, irrespective of the number of single-family residences located on the parcel. Special provisions apply to these uses in the communities of Wawona and Fish Camp, and in the AE zone. An Agricultural Homestay is a permitted use in the AE zone, subject to compliance with development standards established by the zone. (Please note: a B&B, a Vacation Rental and an Agricultural Homestay are not permitted on Williamson Act contracted land, due to terms of the contract.)

A Bed and Breakfast is defined as a single family structure that is occupied by a full time, permanent resident family with a limited number of guest bedrooms available for rent for 30 days or less. Breakfast is prepared each day for guests in a kitchen appropriately permitted by the Health Department. A maximum of five (5) guest bedrooms may be rented, depending on location in the county.

A Residential Vacation Rental establishment is defined as a single family structure which is available for rental to a family or a group on a transient basis for 30 days or less. A Vacation Rental is also defined as the commercial rental of an entire single family dwelling for short-term periods of less than thirty-one days. There is a limit of ten (10) or fewer occupants and three (3) bedrooms which may be occupied by transients. Private on-site sewage disposal systems or small, private community systems that serve a bed and breakfast or vacation rental facility shall have sufficient capacity to serve 10 occupants within the facility. If such a system does not meet this design standard, the facility shall be limited to occupancy of two (2) persons per approved bedroom.

An Agricultural Homestay is a business that provides overnight transient occupancy accommodations in five (5) or fewer guest rooms with not more than ten (10) guests. An Agricultural Homestay may serve meals at any time only to registered guests in a kitchen appropriately permitted by the Health Department. Guests are educated about and actively participate in the on-site agricultural activities. Agricultural homestays are located in the residence of the property owner or accessory dwelling or other existing dwelling.

Tourist rental accommodations which do not fall within any of the descriptions above require a zoning designation other than residential or agricultural, and typically must undergo a discretionary permitting process.

Transient Occupancy Tax (TOT) & Tourism Business Industry District (TBID) Assessment

For the privilege of occupancy in any Transient Occupancy Facility in Mariposa County (including all of those facilities listed above), each transient (guest staying less than 30 consecutive days) is subject to and shall pay a **tax** in the amount of twelve percent (12%) of the rent charged by the operator. In addition, there is a one percent (1%) **assessment** for the Tourism Business Industry District.

Attachment: Blank TOT Application [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

Each operator shall collect the tax and the assessment at the same time as the rent is collected and give the transient an itemized receipt. The operator is collecting the tax and assessment on **behalf of Mariposa County** and these funds shall be kept separate and remitted on a **monthly basis** to the Mariposa County Tax Collector's office.

Any person, whether as the principal, agent or employee who violates any of the provisions established by the Mariposa County Code Chapter 3.36 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one thousand dollars ($1,000), plus assessment on fines or by imprisonment, not to exceed six (6) months, or by both fine and imprisonment.

Failure to Obtain Certificate and Pay Taxes

Should an operator fail to obtain a Transient Occupancy Tax (TOT) Certificate prior to renting to transients, and fail to pay taxes as due according to Mariposa County Code Chapter 3.36, the operator shall be subject to a penalty as determined by the Tax Collector pursuant to County Code.

Filing of Business Property Statement

Please be advised that each January the Assessor's office sends Business Property Statements to those who operate businesses in the county (including Vacation Rental and Bed & Breakfast facilities). This statement is needed so that you can report the type of business property that you own and information about your business. For questions, please contact the Mariposa County Tax Assessor's Office, Business Property Division at 209-966-2332.

Application Process

The attached application package contains all the necessary information and materials needed to submit a Bed & Breakfast / Vacation Rental / Agricultural Homestay / Amended TOT Certificate application. This package includes a list of materials that must be submitted by the applicant in order to meet the application filing requirements. In addition, general information is provided relating to the costs and time required to process the application. Please call the Mariposa County Planning Department at (209) 966-5151 or toll free (866) 723-5151 if you have any questions regarding the application package.

Note: A different application form is required for hotels and motels.

If a property with an existing, permitted B&B, Vacation Rental, or Agricultural Homestay changes ownership, the existing TOT Certificate becomes void and a new application, fees and inspections are required. All current County Code development standards for a B&B, Vacation Rental or Agricultural Homestay will be applied through this review.

If a property is transferred into or within a trust, the existing TOT Certificate becomes void and a new application and fees are required to change the name on the certificate; no inspections are required and no new development standards shall be applied.

If a property is transferred between parents and their children, as defined by California Revenue and Tax Code, the existing TOT Certificate becomes void and a new application and fees are required to change the name on the certificate; no inspections are required and no new development standards shall be applied.

Existing and permitted B&Bs, Vacation Rentals, or Agricultural Homestays that propose to add a room or rooms for rent shall also require a new application, fees and inspections. Application of current County Code development standards shall be limited to impacts associated with the additional capacity.

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Applications may be mailed to our office. Please be aware, however, that incomplete applications will be mailed back to the applicant along with a written list describing needed information. This will cause a delay in the processing of the application. For this reason, we strongly encourage applicants to submit their application in person or to schedule a pre-application meeting with a staff planner.

County Inspections:

When you have submitted a complete application for a Bed and Breakfast, Vacation Rental, Agricultural Homestay, or Amended TOT Certificate together with the required fees, Mariposa Planning will begin reviewing and processing your application. As part of the review process, the Building Department, Fire Department and Planning Department must inspect the residence. The Health Department will review and verify Health Department requirements and inspect as needed. Depending upon the location of your project, a Yosemite National Park review may also be required.

The applicant is responsible to arrange for inspections with each County Department.

Building and Fire Department Inspection:

The Building Department and the Fire Department will inspect the residence to determine if the residence complies with the Residential Safety Checklist for transient occupancy. The inspector may require corrections to bring the residence into compliance with the checklist, and all corrections must be made before Mariposa Planning will approve the application. If re-inspection is required you may be subject to re-inspection fees.

A note on Mobile Homes: A mobile home may not be altered in any way from its original "as delivered" condition, unless done through a permitting process with California Housing and Community Development (HCD). For a mobile home that will require repairs/alterations to the structure which are necessary in order for the mobile home to pass the residential safety checklist inspection, a permit must be obtained from HCD for the repairs/alterations. Once HCD has completed their processing of that repair/alternation permit then the Building Department would be able to complete the inspection process. Mobile homes cannot be pre-1976, unless they've completed a process with HCD to comply with the seal standards of the US Department of Housing and Urban Development or equivalent standards established by the HCD. Mariposa County Code prohibits the issuance of a TOT Certificate to a mobile home located within a mobile home park.

To schedule a Building Residential Safety Checklist inspection of your residence by a building inspector, please contact the Building Department at (209) 966-3934.

To schedule a Fire Residential Safety Checklist inspection of your residence by a fire inspector, please contact County Fire at (209) 966-4330.

The applicant or agent must be available on-site during these inspections as access to the interior of the structure is required.

Health Department Inspection:

The Health Department will require that the operator demonstrate the adequacy of the sewage disposal system and water supply. The Health Department may require sewage disposal system and water tests to determine if the sewage disposal system and well or spring water meet health standards for a B&B or Vacation Rental or Amended TOT certificate. No inspection is needed for Vacation Rentals in areas that have community sewer and community water systems. The residence shall be serviced by an approved community sewage disposal system, or have an individual system satisfying current code requirements. Existing and newly constructed individual systems shall meet the current sizing requirements of the Health Department for new dwellings based on the number of bedrooms in the dwelling, or the system shall be designed to serve the planned

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number of occupants. Septic systems serving homes constructed in 1985 or before may be required to be upgraded when the home is being converted to bed and breakfast or vacation rental use.

The Health Department will require that all B&B and Agricultural Homestay establishments have a food facility permit and will conduct periodic inspections for compliance with applicable sections of the California Health and Safety Code (a copy of which will be provided upon request from the Health Department). B&B establishments may serve food to their *overnight guests only*, and the food service is limited to a morning meal. Agricultural Homestays are also limited to serving food to their *overnight guests only*, however these facilities may serve meals at any time to their guests. In addition, if meals will be served as part of an operation, the applicant must demonstrate to the Health Department how multi-service eating utensils will be cleaned in accordance with State Health Regulations.

If you have any questions regarding these requirements, or would like a food facility permit as well as a pamphlet providing an overview of Mariposa County and State of California requirements, please contact the Health Department at (209) 966-2220. The applicant or agent must be available on-site during inspection as access to the interior of the structure is required.

National Park Service Review:

If the site for a transient occupancy facility is in Wawona or Foresta, Mariposa Planning will send a copy of your application to the Superintendent's office at Yosemite National Park (YNP) for a 21-day review. If the site is in Wawona, as a result of an Act of Congress, the County and Superintendent have concurrent jurisdiction for permitting. This means your permit must be approved by both the County and the National Park Service. Permits in Wawona are not valid until approved by both agencies. Decisions of the County or the Superintendent can be appealed to the Wawona Board of Appeals (not the Board of Supervisors). Although YNP does not have the same concurrent jurisdiction in Foresta an application is still subject to YNP review, and applicable laws and regulations, which may preclude the operation of some commercial establishments, or require additional YNP review and/or permit processes. In both of these communities, generally Residential Vacation Rentals that meet other County requirements may be approved because the *use* of the property is similar to full time residential use in that a family or a group is the only occupant. Because of Park Service contractual restrictions and regulatory requirements, B&B applications in these communities (Wawona and Foresta) are not possible on residentially-zoned lands because the *use* is of a commercial or business nature, in effect, a small scale motel and restaurant. Vacation Rentals are not permitted at the El Portal Administrative site due to the terms and provisions between the Park Service (property owner) and leaseholders. The Park Service cannot authorize commercial or business uses within the park except in accordance with federal regulations.

Planning Department Inspection:

Lastly, Mariposa Planning will inspect the residence to ensure all requirements on the Planning Checklist have been met. All required signs and parking must be in place prior to inspection. This inspection will be completed after all other approvals have been obtained (approvals from the Building, Fire, Health Departments and National Parks Service, if applicable). If the property needs re-inspection you may be subject to re-inspection fees and additional mileage charges. Once all of the agencies have approved your application, an approval letter from the Planning Department and a TOT Certificate from the Tax Collector will be sent to you. These two documents constitute the final approval to operate your residence as a B&B, Vacation Rental establishment (or amended facility), or an Agricultural Homestay as shown on your application, provided that all code and certificate requirements are complied with at all times in the future.

For informational purposes, please find the attached Building, Fire and Health Departments requirements, and the Zoning Ordinance standards that regulate B&B, Vacation Rental, and Agricultural Homestay establishments (including amended establishments). Please contact Mariposa Planning at (209) 966-5151 if you should have any questions on the requirements or on the processing of the application, or for information regarding processing of an application for other types of rental facilities.

Attachment: Blank TOT Application [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

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Application Fees:

The fee for processing a B&B, Vacation Rental, Agricultural Homestay or Amended TOT Certificate application depends on the area in which the property is located. Mariposa Planning also collects fees for the Building Department and the Health Department. County Fire fees may be charged to each applicant individually by the County Fire Department. It should be noted that in Fish Camp affected property owner noticing fees are also collected. See the required fees as listed in the application form.

Nuisance Provisions:

Mariposa County Code requires that the use of property for a residential transient occupancy purposes shall not be detrimental to the area by reason of appearance, traffic, noise, dust, smoke, or odor. Operations which are in violation of these provisions may be subject to code compliance actions

Annual Owner Confirmation:

Mariposa County Code requires that, on a yearly basis, by the 30th day of April, the owner or manager of a residential transient occupancy establishment shall provide to the Planning Department on a County – approved form confirmation that the establishment complies with the following:

1. Smoke alarms and CO detectors are in working condition with fresh batteries.
2. Fire extinguishers are adequately charged.
3. The structure and any improvements or modifications were constructed under appropriate building permits or permits from the CA Housing and Community Development Department (for mobile homes).
4. The facility remains compliant with the residential transient occupancy safety checklist in effect at the time the transient occupancy registration certificate was issued.

Failure of a landowner or manager to maintain their transient occupancy facilities in compliance with the conditions and requirements of County Code is a violation and may result in the rescinding of the TOT Certificate.

Public Noticing in Fish Camp:

If the project site is in the community of Fish Camp, property owners within 600 feet of the project site of a new proposed B&B or Residential Vacation Rental are mailed a "Notice of Proposed Bed & Breakfast / Vacation Rental," and the site is posted. If more than 50% of noticed property owners protest the new proposed B&B / Vacation Rental, then the project shall require a Conditional Use Permit.

For those applications in Fish Camp where property ownership of an existing established approved B&B or Residential Vacation Rental has changed, an application for a new TOT Certificate is required (and subject to review as described within this application); however no surrounding property owner noticing is required. For those facilities where the business has not operated within the past year, an application is reviewed and processed as a new proposed B&B / Vacation Rental, including surrounding property owner notification.

For those applications in Fish Camp which propose to add an additional room or rooms to an approved operating B&B or Residential Vacation Rental, an amended TOT Certificate is required (and subject to review as described within this application); however no surrounding property owner noticing is required.

For Wawona or Fish Camp standards, please see the Town Planning Area Specific Plan, call the Planning Department at 966-5151, or see http://ca-mariposacounty.civicplus.com/index.aspx?NID=716

Attachment: Blank TOT Application [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

MARIPOSA PLANNING CHECKLIST

These establishments are specifically excluded from the definition of "hotel". Bed and breakfasts, agricultural homestays, and vacation rentals shall meet the following requirements:

A. No more than three (3) bedrooms are available for occupancy by transients in vacation rentals and occupancy is limited to ten (10) or fewer occupants.

B. No more than five (5) bedrooms are available for occupancy by transients for bed and breakfast establishments and agricultural homestays.

C. Occupancy in a vacation rental submitted on or after April 14, 2016 shall be limited to ten (10) or fewer occupants. This limit shall apply to new vacation rental facilities, as well as vacation rental facilities which are being permitted following a property ownership change. Vacation rentals must post a minimum 8-1/2 x 11 inch NOTICE over or next to the facility's primary exit door stating "Maximum Occupancy 10 Persons", or such lesser occupancy as desired by the owner or as required pursuant to Section D below. Lettering shall be clearly visible through contrast from the background and a minimum of 1-1/2 inches in height and width.

D. Private on-site sewage disposal systems or small, private community systems that serve a bed and breakfast or vacation rental facility shall have sufficient capacity to serve occupants within the facility. If such a system does not meet this design standard, the facility shall be limited to an occupancy of two (2) persons per approved bedroom. Should the "maximum occupancy" allowed be less than 10 persons, the occupancy notice as described in Section C. above shall reflect that number.

E. A sign of not more than four (4) square feet shall be posted and clearly visible from the nearest road. The sign shall require the street address and may contain the name of the owner or the establishment. Larger signs shall require Planning Commission approval through the variance process.

F. At a minimum, an 8-1/2 x 11 inch written notice must be placed in each rental unit (in the main living area), which contains the following information:

1. Instructions in case of fire or other emergency, including the name and phone number of the property owner or rental manager.
2. Quiet hours are between 10:00 p.m. and 8:00 a.m. and shall be strictly enforced.
3. Water and energy conservation measures.
4. Proper use of wood burning stoves and fireplaces.
5. Parking and snow removal requirements if necessary. No parking on roadway is permitted during snow removal periods declared by the Director of Public Works, pursuant to County Code, Section 10.08.110.
6. An identification of the character or area in which the unit is located (i.e. rural, agricultural, residential).
7. A statement relative to respect for adjacent property owner's rights and trespassing concerns.
8. Proper trash disposal, and bear prevention/control measures if applicable (Wawona, Fish Camp and Yosemite West require bear prevention/control measure for trash disposal in accordance with Chapter 8.44 of County Code)

G. Vacation rentals must place a minimum 5 x 7 inch weather-proof NOTICE that is easily and conspicuously visible (from the exterior of the structure) at or near the main entrance to the vacation rental which contains the name and phone number of the property owner or rental manager. The property owner or rental manager must be available by phone in case of an emergency and in addition may also state "In Case of Emergency Call 911".

H. The following on-site parking standards shall apply (parking for transient occupancy facilities in the community of Yosemite West may be off-street, subject to review and compliance with County Code standards):

1. Bed and breakfast and agricultural homestay establishments shall have two (2) on-site parking spaces for the residence plus at least one (1) on-site space for each bedroom available for rent.
2. Vacation rental establishments shall have one (1) parking space for each bedroom to be rented.
3. Parking provided shall be maintained so that it is usable and utilized at all times during the year, when it is occupied.

I. The applicant shall apply to the Mariposa County Planning Department for site plan review and approval. The Planning Department shall forward the application to the Building, Fire and Health Departments.

J. Following approval by all appropriate agencies, a valid transient occupancy registration certificate shall be issued by the Mariposa County Tax Collector.

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Mariposa County Building Department
Mike Kinslow, Building Director
5100 Bullion St., P.O. Box 1268, Mariposa, CA 95338
Phone (209)966-3934 Fax (209)742-5024

Understanding the Building Department's Role in the TOT Inspection Process

The Mariposa County transient occupancy program is a unique program. The program is under the authority and management of Mariposa County Planning Department (209-966-5151). Pursuant to the Mariposa County Zoning Ordinance, applications, permitting and final approval reside with Planning even though other County Departments play a role in the approval process.

The Mariposa County Building Department plays a role in the TOT review process. As required by Mariposa County Code (Zoning) and the Mariposa Board of Supervisors, the Building Department is required to provide on-site safety inspections per the "residential safety items" checklist that is attached to this document and that is part of the TOT application package. Any items that are not checked approved on the checklist at the time of inspection will need to be corrected before the application process can move forward with Building's sign-off approval.

The Building Department not only looks for the safety checklist items but is also required by the Board of Supervisors to give the building an "overall" check for safety and common sense items that may pose an unseen risk. In that process, the Building Department also checks the permitting records and Assessor's records and compares square footage for any unpermitted work that may have been completed to the structure such as unpermitted remodeling or unpermitted additions. If unpermitted work is discovered, the TOT application process will be suspended until the Building Department's process for addressing unpermitted work has been satisfied (see the "built without a permit" attachment).

A word of warning: If a property is being purchased for a TOT rental it is highly advisable to complete your "due diligence" in determining whether your property has some undisclosed and unpermitted work that may delay or prevent the TOT application process from going forward. The recommendation is that you retain a professional (California licensed Architect or Engineer) to not only complete a Mariposa County paperwork search but to actually go out and thoroughly inspect the structure for possible signs of unpermitted work. Completing the above prior to the property purchase may save the applicant time and financial grief down the road.

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Mariposa County Building Department
Mike Kinslow, Building Director
5100 Bullion St , P.O Box 1268, Mariposa, CA 95338
Phone (209)966-3934 Fax (209)742-5024

BUILDING DEPARTMENT MEMORANDUM

RE: Building Department policy for permitting structures constructed, modified, altered or repaired without a building permit.

The following are the required steps in bringing an unpermitted structure up to applicable code and receiving a certificate of completion or occupancy from the Mariposa County Building Department. This policy is for all types of construction, both residential and commercial, and include homes, additions, decks, sheds, barns, gazebos and all other construction that is not expressly exempt from a building permit per the 2013 California Residential Code, section R105.2 (attached).

1. **The property owner is required to retain a California Registered Design Professional to make a project survey and serve as the Design Professional of Record for the project. This Design Professional can either be a California Licensed Architect or a California Registered Engineer. This Design Professional of Record shall be responsible to ensure that all trade elements are/shall be brought up to applicable code and shall be approved by the Building Official. A designer, draft person or contractor doesn't qualify for this requirement.**
2. **The Design Professional of Record will inspect and verify (or commission appropriate trade contractors for survey) the current construction (all trades) and any required engineering. The Design Professional of Record will verify the use designation, prepare a detailed set of "as built" drawings, indicate any additional changes required to bring the structure up to applicable code on the drawings and stamp/sign the drawings.**
3. **The owner or his agent shall then submit the drawings to the Mariposa County Building Department, pay all required fees and penalties, and start the proper permit application process. Plan check fees, building permit fees, school fees,etc. will be at the current fee rate. Additional fees and requirements from other Departments may be required. Penalty fees will be assessed on intentional work completed without a permit. Fees will not be determined until all paperwork has been properly submitted to the Building Department.**
4. **Following the proper permit application process and issuance of a building permit, inspections will be made by the Mariposa County Building Department, any other County Departments required by the project and the Design Professional of Record. The design Professional of Record shall make appropriate phase inspections of the project and submit letters of acceptance to the Building Department. The Design Professional of Record shall also submit a final letter of acceptance stating that the building now conforms to the applicable codes and the project has been completed to his/her satisfaction.**
5. **Once all of the above have been satisfactorily completed a certificate of completion or occupancy will be issued by the Mariposa County Building Department and the file will be closed.**

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topography of the site render the elevation standards of Section R322 inappropriate.

2. Failure to grant the modification would result in exceptional hardship by rendering the lot undevelopable.
3. The granting of modification will not result in increased flood heights, additional threats to public safety, extraordinary public expense, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
4. The modification is the minimum necessary to afford relief, considering the flood hazard.
5. Written notice specifying the difference between the design flood elevation and the elevation to which the building is to be built, stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation and stating that construction below the design flood elevation increases risks to life and property, has been submitted to the applicant.

R104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code. Compliance with the specific performance-based provisions of the California Codes shall be an alternative to the specific requirements of this code. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

R104.11.1 Tests. Where there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

SECTION R105
PERMITS

R105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

R105.2 Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures, provided that the floor area does not exceed 120 square feet (*11.15* m²).
2. Fences not over 7 feet (2134 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

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Transient Rental/Bed & Breakfast (BLDG)

Observation Date_____ **Inspector Initials**____

Owner Name _____

Address_____ **Cabin or Apt. #**_____

Permit No. _____ **Date of Final**_____ **No. of Bedrooms**_____

[ ] **Important Notice: If permitting discrepancies are found between the TOT project site and the Building Department and Assessor's records, the TOT application will not be approved until the discrepancies are resolved with the Building Department. Please see our "Built without a Permit" handout that outlines the requirements for resolving un-permitted structures, conversions, remodels, etc.**
Examples of discrepancies are: building square footage, number of bedrooms, any indication that work may have been completed without a permit, non-permitted conversion, etc. which may have occurred at any time in the property's history.

RESIDENCE SAFETY ITEMS

[ ] **Electrical:** Ground Fault Interrupter (GFI) receptacles shall be provided within six (6) feet of all sinks and for all exterior receptacles (with rain-proof covers). Clothes washers and dryers and all kitchen counter top receptacles that are available for guest use shall be properly grounded.

[ ] **Stairs:** All interior stairs and exterior stairs shall have 8" rise maximum and 9" minimum run on steps, if built prior to January 1, 2008. If built after January 1, 2008 and all new construction, maximum riser height is 7 ¾ and minimum tread depth shall be 10". The top of the handrails shall be 34-38 inches in height above surface of tread at the nose, have a minimum 1 ½ inch clearance to the wall and be of sound construction and shall have a 1 ¼" to 2" handgrip. Contact the Building Department if you have questions on this requirement.

[ ] **Guardrails:** All decks or elevated areas with a drop-off of more than 30 inches to an adjacent level or ground shall have guardrails installed to prevent falls. Guardrails shall be a minimum of 36 inches high and constructed with baluster or intermediate rails with and opening so a 4" sphere cannot pass though, whether vertically or horizontally. New or rebuilt guardrails after 1/1/11 are 42" high.

[ ] **Wood-burning Stoves & Fireplaces:** All wood-burning stoves that are available for guest use shall be installed to manufacturer's instructions and meet appropriate construction codes. Instructions for proper use of wood-burning stoves and fireplaces shall be made available to guests. When they are not available for guest use, precautions shall be taken to preclude the use (padlocking or permanent screening).

[ ] **Floor/Wall Mounted Heaters:** In rental units where floor mounted heaters are in use, posting of potential fire hazards resulting from placement of combustible material on the floor grate shall be posted in the immediate area.

[ ] **Bedroom Emergency Escape:** All bedrooms must have two exits. If one is a window, the sill must be no higher than 44" above the floor. The open area of the window must be at least 5.7 square feet with a minimum open height of 24" and minimum opening width of 20". Window bars, grills or grating are not permitted.

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[ ] **Means of Egress:** At least one side-hinged door with 32" clear width with the door open 90° shall be provided per dwelling. Stairways and hallways shall be 36" minimum in width. A landing shall be provided at the top and bottom of each stairway.

[ ] **Swimming Pools:** Effective January 1, 2018 all pools and spas shall have two (2) of the required drowning prevention safety features per California Health and Safety Code 115922.

[ ] **Other:** If, at the time of inspection, a health or safety violation is observed by the inspector, the violation must be corrected prior to final approval from the Mariposa County Building Department.

_____

_____

_____

Observation Result

Observation Date _____ ☐ Pass ☐ Fail Inspector Initials _____

Observation Date _____ ☐ Pass ☐ Fail Inspector Initials _____

Observation Date _____ ☐ Pass ☐ Fail Inspector Initials _____

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Transient Rental Application (FIRE) **Observation Date**_____ **Inspector Initials**_____

Owner Name _____

Address_____ **Cabin or Apt. #**_____

Permit No. _____ **Date of Final**_____ **No. of Bedrooms**_____

[ ] **Important Notice: If permitting discrepancies are found between the TOT project site and the Building Department and Assessor's records, the TOT application will be put on hold until the discrepancies are resolved with the Building Department. This may mean that your TOT application could incur a substantial delay or be denied.**
Examples of discrepancies are: building square footage, number of bedrooms, any indication that work may have been completed without a permit, non-permitted conversion, etc. which may have occurred at any time in the property's history.

RESIDENCE SAFETY ITEMS

[ ] **Posted Address:** Address numbers are required to be reflective and plainly visible from street and a minimum of four inches tall with a 1/2 inch stroke.

[ ] **Fire Extinguishers:** All fire extinguishers shall comply with the following:

1. At least one (1) extinguisher of minimum 2-A 10-BC shall be provided for each building or occupancy.
2. Extinguishers shall be mounted no higher than five (5) feet and no lower than (3) feet.
3. Extinguishers shall be underwriter laboratory or fire marshal listed or approved by the State Fire Marshal.
4. All extinguishers shall be conspicuously located, readily available, plainly marked and near the kitchen.
5. Extinguishers shall be located so that travel distance shall not exceed 75 feet. Additional extinguishers shall be located in Barbecue and/or Fire Pit area.
6. Extinguishers shall be of a serviceable type with metal neck and valve. Disposable extinguishers with plastic hardware will not be acceptable. If extinguishers do not have date stamped on bottle, they shall be tagged by a licensed firm.

[ ] **Posted Fire Escape Routes:** Each unit shall have a laminated notice (8 ½ x 11 inch minimum size) posted that identifies escape routes from the structure in a visible location in each sleeping room.

[ ] **Smoke Detectors:** Guest rooms that are used for sleeping purposes and rooms leading to the guest rooms shall be provided with smoke detectors that are installed in accordance with the approved manufacturer's instructions (one for each floor level).

[ ] **C O Detectors:** Each floor shall be provided with Carbon Monoxide detectors that are installed in accordance with the approved manufacturer's instructions.

[ ] **Wood-burning Stoves & Fireplaces:** All wood-burning stoves that are available for guest use shall be installed to manufacturer's instructions and meet appropriate construction codes. Instructions for proper use of wood-burning stoves and fireplaces shall be made available to guests. When they are not available for guest use, precautions shall be taken to preclude the use (padlocking or permanent screening).

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[ ] **Floor/Wall Mounted Heaters:** In rental units where floor mounted heaters are in use, posting of potential fire hazards resulting from placement of combustible material on the floor grate shall be posted in the immediate area.

[ ] **Bedroom Emergency Escape:** All bedrooms must have two exits. If one is a window, the sill must be not higher than 44" above the floor. The open area of the window must be at lease 5.7 square feet with a minimum open height of 24" and minimum width of 20". Window bars, grills or grating are not permitted.

[ ] **Other:** If, at the time of inspection, a health or safety violation is observed by the inspector, the violation must be corrected prior to final approval from the Mariposa County Fire Department.

Observation Result

Observation Date _____ ☐ Pass ☐ Fail Inspector Initials _____

Observation Date _____ ☐ Pass ☐ Fail Inspector Initials _____

Observation Date _____ ☐ Pass ☐ Fail Inspector Initials _____

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Mariposa County Health Department

Public Health Section
5085 Bullion Street
P.O.Box 5
Mariposa, California 95338
(209) 966-3689 FAX (209) 966-4929

Environmental Health Section
5100 Bullion Street
P.O.Box 5
Mariposa, California 95338
(209) 966-2220 FAX (209) 966-8248

The Mariposa County Health Department is charged with the responsibility for enforcement of laws and regulations relating to the construction, operation and maintenance of Restricted Food Service Transient Occupancy Establishments (Bed & Breakfasts & Ag Homestays). The Health Department has three main areas of concerns as follows:

I. FOOD SERVICE

A. B&B's serving only "continental–type" breakfasts (pre-packaged breakfast rolls, toast, coffee, juices, etc.) and using only single-use eating and drinking utensils will be required to have a food facility permit and be subject to annual inspections.

B. B&B's serving a full breakfast involving food preparation must have a food facility permit. Inspection frequency shall be at least twice annually. Additionally, those B&B's serving a full breakfast must have at least one person certified in food safety.

Existing utensil washing equipment (sinks, dishwashing machines) may be continued in use until replace, however, utensil sanitization must be accomplished in accordance with the Health and Safety Code.

II. SEWAGE DISPOSAL

Applicant must demonstrate that the sewage disposal system can adequately serve the propose project by:

A. Having the septic tank pumped by a septic tank pumper holding a valid Mariposa County Septic Pumpers Permit, and certified to be in good working condition at the time of pumping. Verification of adequacy of sewage system for maximum flows may be required;

Or

B. Provide documentation that the sewage disposal system was installed within the past three years and meets current standards, or at least have had the septic tank pumped within the past three years.

III. WATER SUPPLY

Applicant must provide results of current water analyses to demonstrate compliance with standards set for transient non-community water systems. A monitoring schedule is attached.

PLEASE CONTACT THE MARIPOSA COUNTY HEALTH DEPARTMENT AT (209) 966-2220 IF YOU HAVE ANY QUESTIONS.

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Water Quality Monitoring Schedule
Transient Non-Community Systems
(Food Facilities and Bed and Breakfast Establishments)

Test for ALL chemicals prior to approval.
Once approved, test according to the following schedule:

Chemical - Section/Table	Maximum Containment Level (mg/L)	Frequency
Bacteriological Examination		Quarterly (4 times per year/once every 3 months)
Nitrate (Nitrogen)	10	Annual if < 1/2 MCL. Quarterly for 1 year if > 1/2 MCL then annual
Nitrite (as Nitrogen)	1	Once every 36 months if < 1/2 MCL. Quarterly for 1 year if > 1/2 MCL then annual
Fluoride	2.0 (varies)	Once
Iron	0.3	Once
Manganese	0.05	Once
pH	6.5 to 8.5	Once
Bicarbonate	N/A	Once
Carbonate	N/A	Once
Hydroxide Alkalinity	N/A	Once
Calcium	N/A	Once
Magnesium	N/A	Once
Sodium	N/A	Once
Total Hardness	N/A	Once
Specific Conductance	N/A	Once

NOTE: All water analyses are to be performed by laboratories certified by the State of California. A list of certified laboratories is available from the Mariposa County Health Department. Advise the laboratory to send copies of the lab reports to:

Mariposa County Health Department
Environmental Health
P.O. Box 5
Mariposa, CA 95338

Water samples which are found to contain coliform organisms are to be reported by the lab immediately to the Health Department at (209) 966-2220.

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Water Quality Monitoring Schedule
Vacation Rentals- No Food Service

Chemical – Section/Table	Maximum Contaminant Level (mg/L)	Frequency
Nitrate (Nitrogen)	10	1 time only Depending on results additional testing may be required Sample must be no more than 1 year old
Bacteriological Examination		1 time only provided sample is free of bacteria Sample must be no more than 90 days old

Note: All water analyses are to be performed by laboratories certified by the State of California. A list of certified laboratories is available from the Mariposa County Health Department. Advise the laboratory to send copies of lab reports to:

Mariposa County Health Department
Environmental Health
Post Office Box 5
Mariposa, CA 95338

Water samples which are found to contain coliform organisms are to be reported by the lab immediately to the Health Department at (209) 966-2220.

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Partial List of Water Labs
and/or companies that provide water testing services

Contact lab or testing company for sample bottle requirements

TWINING LABORATORIES
2527 Fresno Street
Fresno, CA 93721
559-268-7021

A & L LABORATORIES
1311 Woodland Ave. Suite 1
Modesto, CA 95351
209-529-4080

YOSEMITE FALLS PUMP SERVICE
Post Office Box 96
Midpines, CA 95345
209-966-2783

BSK LABORATORIES
1414 Stanislaus
Fresno, CA 93706
559-497-2888

MARIPOSA PUBLIC UTILITY DIST. (MPUD)
Post Office Box 494
Mariposa, CA 95338
209-966-2515

FRESNO COUNTY PUBLIC HEALTH LAB
1221 Fulton Mall
Fresno, CA 93721
559-445-3407

YOSEMITE FALLS WELL DRILLING
Post Office Box 1808
Mariposa, CA 95338
209-966-4461
yosemitefalls@sti.net

The Mariposa County Health Department provides this partial list as a service only.
This is not a recommendation for any firm, whether listed or not.

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SEPTIC PUMPERS

Mariposa Portable Sanitation
4054 Silver Bar Rd.
Mariposa, CA 95338
209-966-3438

Lake McClure Marinas
3100 Barrett Cove Road
La Grange, CA 95329
209-378-2441

Bio-Tech
29959 Yosemite Springs
Coarsegold, CA 93614
559-642-0490

El Dorado Septic Service
Post Office Box 488
Soulsbyville, CA 95372
209-586-1623

Big Oak Septic
37130 Mudge Ranch Road
Coarsegold, CA 93614
559-683-7707

Motherlode Portables
201 Roscoe Rd.
Modesto, CA 95357
209-524-0401
1-800-834-0401

Cedar Septic Services
Post Office Box 488
Soulsbyville, CA 95372
209-586-1623

Strong Septic
3249 Highway 49 South
Mariposa, CA 95338
209-966-7474

Tri-County Septic
35674 Highway 41
Coarsegold, CA 93614
559-642-0490

The Mariposa County Health Department provides this partial list as a service only.
This is not a recommendation for any firm, whether listed or not.

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BED & BREAKFAST / VACATION RENTAL / AGRICULTURAL HOMESTAY
TAX CERTIFICATE /AMENDED CERTIFICATE
GENERAL INFORMATION AND APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

FOR OFFICE USE ONLY

Date Received _____ Received By _____

Fees Paid $_____ Receipt No. _____ Received By _____

Application No. _____ Application Complete _____

Certificate No. _____ Date Issued _____

APPLICANT INFORMATION

Applicant Name _____

Mailing Address _____

Daytime Telephone Number(s) (_____) _____ (_____) _____

E-Mail Address _____

Property Owner Name _____
PROVIDE NAME OF PROPERTY OWNER IF DIFFERENT THAN APPLICANT

Mailing Address _____

Daytime Telephone Number(s) (_____) _____ (_____) _____

E-Mail Address _____

Business Operator (Manager) Name _____
PROVIDE NAME OF BUSINESS OPERATOR IF DIFFERENT THAN APPLICANT
(THIS WILL SHOW ON YOUR TOT CERTIFICATE WHEN IT IS ISSUED)

Mailing Address _____

Daytime Telephone Number(s) (_____) _____ (_____) _____

E-Mail Address _____

Ownership Type: _____

Individual _____ Partnership_____ Corporation _____ Other (specify) _____

Names of Partners or Corporation or Trust Officers

NAME	TITLE	MAILING ADDRESS	DAYTIME TELEPHONE NUMBER

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PROJECT INFORMATION

Please check the proposed use or application type and complete the information below:

❑ **New Vacation Rental**

Total number of bedrooms in dwelling:_____

Proposed number of guest bedrooms: _____ Proposed number of occupants:_____

Number of bedrooms that will not be used in the vacation rental (must indicate on floor plan) if applicable:_____

❑ **Amended Vacation Rental TOT Certificate** Certificate Number: _____

Current number of guest bedrooms _____ of occupants _____

Proposed number of guest bedrooms _____ of occupants _____

❑ **New Bed & Breakfast**

Total number of bedrooms in dwelling: _____

Proposed number of guest bedrooms: _____ Proposed number of occupants:_____

Number of permanent residents in occupied residential structure: _____

Number of bedrooms that will not be used in the Bed and Breakfast (must indicate on floor plan) if applicable:_____

❑ **Amended Bed & Breakfast TOT Certificate** Certificate Number:_____

Current number of guest bedrooms _____ of occupants _____

Proposed number of guest bedrooms _____ of occupants _____

Number of permanent residents in occupied residential structure: _____

❑ **New Agricultural Homestay**

Total number of bedrooms in dwelling:_____ Proposed number of guest bedrooms: _____

Proposed number of occupants: _____

Number of permanent residents in occupied residential structure: _____

Number of bedrooms that will not be used in the Agricultural Homestay (must indicate on floor plan) if applicable:_____

Describe how guests participate in the on-site agricultural activities or are educated about agriculture:

_____

_____

_____

_____

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❑ **Amended Agricultural Homestay TOT Certificate**

Current number of guest bedrooms _____ of occupants _____

Proposed number of guest bedrooms _____ of occupants _____

Number of permanent residents in occupied residential structure: _____

PROPERTY INFORMATION

Business Name _____
(This is not for the management company name but if you have a business name or a cabin name put that here as it will show on the your certificate)

How long have you owned or operated this business? _____

Physical Address of proposed Bed & Breakfast, Vacation Rental or Agricultural Homestay_____

_____

Assessor's Parcel Number (APN) _____ Parcel Size (acres) _____

Driving Directions to Site from 5100 Bullion Street, Mariposa:_____

_____

_____

_____

_____

_____

_____

Describe present or associated uses of property (residential uses, commercial uses, home enterprise, nursing home, day care, agricultural, etc.): _____

_____

_____

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Number of *existing* parking spaces on-site (within property boundaries) _____

Number of *proposed* parking spaces on-site _____

Number of dwellings on Property:_____

Dwelling #1:
Physical Address:_____ Number of Bedrooms:____ Number of Bathrooms:____

Dwelling #2:
Physical Address:_____ Number of Bedrooms:____ Number of Bathrooms:____

Dwelling #3:
Physical Address:_____ Number of Bedrooms:____ Number of Bathrooms:____

(If more than 3 dwellings on the site, please explain): _____

_____

Water Source: ❑ Well ❑ Spring ❑ Water System ❑ Other _____

Sewage System: ❑ Sewer ❑ Septic System/Leach Field ❑ Other _____

Estimated % of time per year the unit is used as:

_____% Rental (compensated) _____% Residential (non compensated rental)

_____% Vacant

IMPORTANT INFORMATION

SUBMITTAL OF THIS APPLICATION MEANS THAT TO THE BEST OF THE APPLICANTS KNOWLEDGE, THE PROPERTY IS PROPERLY PERMITTED AND THAT IT IS READY FOR INSPECTIONS AND PROCESSING. APPLICATIONS THAT ARE SUBMITTED ON PROPERTIES THAT HAVE UNPERMITTED STRUCTURES WILL BE CLOSED OUT WITH UNUSED FEES REFUNDED. SHORT TERM RENTALS ON PROPERTIES WITHOUT AN ACTIVE TRANSIENT RENTAL CERTIFICATE ARE PROHIBITED.

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BED & BREAKFAST / VACATION RENTAL / AGRICULTURAL HOMESTAY SITE PLAN AND REQUIREMENTS CHECKLIST

Please draw site plan and floor plan accurately and neatly showing all the required information. Thank you.

1. ❑ On an 8.5" x 11" or 11" x 17" sheet of paper, show parcel boundary drawn to scale.
   - Footprint and dimensions of the house(s) drawn to scale in its/their location on the property along with the physical address (es).
   - Access road(s) adjacent to or providing access to, the parcel.
   - The driveway from the access road to the dwelling.
   - If a garage is on-site, then location and dimensions must be shown.
   - Show existing and proposed parking spaces on the property. Parking Spaces must be dimensioned and drawn to scale and show the turning around area, if needed. Parking spaces must be on site (except in the community of Yosemite West) and be 10' x 20' in size. Bed and Breakfast establishments and Agricultural Homestays require two (2) spaces for the dwelling, and one (1) space for each bedroom to be rented. Vacation Rentals require one (1) space for each bedroom to be rented.
   - Show location of existing well or spring and septic system (including tank and leach lines) on the property.
2. ❑ On an 8.5" x 11" or 11" x 17" sheet of paper, show floor plan, with dimensions of each room and each room must be labeled and bedrooms numbered.
3. ❑ Payment of application fees as determined by Mariposa Planning. Additional fees may be charged by other agencies or county offices, depending on the type of application.

FEES

These fees are for a new Bed and Breakfast, Vacation Rental or Agricultural Homestay, OR for a change in the number of rooms to be rented on an existing TOT Certificate. Projects involving separate structures or units shall require separate applications and separate fees.

Check which apply:		
	☐ Application (Fish Camp)	$994.00
	☐ Application (more than 25 miles from office)	$773.00
	☐ Application (less than 25 miles from office)	$552.00
Document Conversion		$18.00
Fish Camp Public Noticing		$55.00
Building Department		$291.00
Health Department		$168.00
(Health fees are deposit based. Any additional time will be billed directly from Health to the applicant)		
	Total:	

Attachment: Blank TOT Application [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

200501

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Property Owner *(printed name):*	**2nd Property Owner** *(printed name):*	**Applicant** *(printed name):*
Property Owner *(signature):*	**2nd Property Owner** *(signature):*	**Applicant** *(signature):*
Date:	Date:	Date:

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

Attachment: Blank TOT Application [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

200501

This page to be signed IF the property owner(s) is (are) authorizing someone to act as an agent or applicant for this application.

Affidavit

Applicant/Agent Authorization:

I/we,_____, Property Owner(s) hereby authorize _____ to act as a representative/Applicant and/or _____ to act as a representative/Agent in all matters pertaining to the processing and approval of this application, including modifying the project, and agree to be bound by all representations and agreements made by the designated Applicant and/or Agent.

I/we declare that if the Property Owner and/or Applicant is a Partnership, Limited Liability Corporation, Corporation or Trust, the individual(s) listed below certifies that he/she/they is/are authorized by that entity to execute the application form attached herewithin.

Property Owner *(printed name):*	**Applicant** *(printed name):*	**Agent** *(printed name):*
Property Owner *(signature):*	**Applicant** *(signature):*	**Agent** *(capacity/title):*
Property Owner *(capacity/title):*	**Applicant** *(capacity/title):*	
Date:	Date:	
2nd Property Owner *(printed name):*	**Co-Applicant** *(printed name):*	
2nd Property Owner *(signature):*	**Co-Applicant** *(signature):*	
Date:	Date:	

Attachment: Blank TOT Application [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

B&B / TRANSIENT RENTAL / AGRICULTURAL HOMESTAY
SITE PLAN REQUIREMENTS CHECKLIST

Please draw site plan accurately and neatly showing all the required information. Thank you.

1. ☐ On an 8.5" x 11" or 11" x 17" sheet of paper; show parcel boundary drawn to scale
2. ☐ Footprint and dimensions of the house(s) drawn to scale in its/their location on the property.
3. ☐ Access road(s) adjacent to or providing access to, the parcel.
4. ☐ The driveway from the access road to the dwelling.
5. ☐ If a garage is on-site, then location and dimensions must be shown.
6. ☐ Show existing and proposed parking spaces on the property. Parking spaces must be on site. Bed and breakfast establishments and agricultural homestays require two (2) spaces for the dwelling, and one (1) space for each bedroom to be rented. Transient rentals require one (1) space for each bedroom to be rented
7. ☐ Show location of existing well and septic system (including tank and leachlines) on the property

SITE PLAN

To help us serve you better, an accurate site plan based upon the attached checklist is required. Incomplete site plans will result in processing delays. If you have any questions, please give us a call and we'll be happy to assist you.

NORTH ARROW REQUIRED

PROPERTY OWNER NAME _____
DAYTIME PHONE NUMBER _____
PROJECT SITE ADDRESS _____
ASSESSOR PARCEL NUMBER _____
CONTACT NAME _____
CONTACT DAYTIME PHONE _____

SCALE: Each square = _____ feet

I certify that this site plan is true and complete to the best of my knowledge. I understand that the processing of my application may be delayed if required information is inaccurate or omitted from this site plan. The property owner is the responsible party if information is false or inaccurate.

_____
Authorized party signature

Date _____

MARIPOSA COUNTY DEVELOPMENT SERVICES
BUILDING DEPARTMENT • HEALTH DEPARTMENT • PLANNING DEPARTMENT
209-966-3934 209-966-2220 209-966-5151

file://erict/graphics/011127 Dev Serv Client Site plan Form.cdr

Attachment: Blank TOT Application [Revision 1] (11325 : 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary)

2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary

Mariposa County Board of Supervisors
January 12, 2021

Attachment: 2019-2020 Residential Transient Occupancy Facility Annual Presentation

Background & Requirements

- March 15, 2016 - Ordinance 1116 was adopted establishing a Transient Occupancy Facility Annual Self-Reporting requirement.



Background & Requirements

- On a yearly basis, by the 30th day of April, owner or manager shall provide confirmation of:
  - Smoke alarms and CO detectors are in working condition with fresh batteries.
  - Fire extinguishers adequately charged.
  - The structure and any improvements or modifications were constructed under appropriate building permits from the Mariposa County Building Department OR CA Housing and Community Development Department (for mobile homes).
  - The facility remains compliant with the residential transient occupancy safety checklist in effect at the time the transient occupancy registration certificate was issued.

Background & Requirements

Annual Self-Reporting requirement:

- Very Important for SAFETY of visiting public
- Important for liability, since there is only one set of inspections to establish a rental facility (new inspections required when property sells)

2019-2020 Process

- February 14, 2020
  - **696** reminder letters with reports attached sent out by mail
- April 1
  - **229** reminder emails sent
- April 3
  - Deadline extended until after Governor's travel restriction due to COVID19 lifted (ultimate deadline was August 17, 2020)
- May 8
  - 221 postcard reminders mailed
- July 17
  - 107 final post card reminders mailed
- August 14
  - 44 final reminders emailed

2020 Compliance

- April 30, 2020
  - **400** reports received completed out of 696.
- August 25
  - Total of **21** "Notices of Intent to Find Violation" sent out
- September 22
  - **6** "Notices of Violation" sent out
- **As of November 25, 2020, all reports had been received.**
- Online vs. mail delivery:
  - **223** reports received by online submission.
  - **472** received by mail/ delivered.

2018-2019 vs 2019-2020 reporting cycle

2018-2019

- **674** reports required
- **578** received prior to April 30, 2019
- **15** "Notice of Intent to Find Violations" mailed May 16 and June 10, 2019
- **3** "Notice of Violation" mailed June 11, 2019
- **All** reports received by June 20, 2019

2019-2020

- 696 reports required
- 400 received prior to April 30, 2020
- **21** "Notice of Intent to Find Violations" mailed August 25, 2020
- **6** "Notice of Violations" mailed September 22, 2020
- **All** reports received by November 25, 2020

Review of 2019- 2020 Process

- Second year using an online submission platform, Survey 123 for ArcGIS (**221** reports received this way)
- Scheduled notifications/reminders significantly reduced amount of "Notice of Intent to Find Violations" and "Notice of Violations"
- Due to success of this year's cycle scheduling, we will continue with the same system for next reporting cycle
- Next years reports will be sent out mid-February 2021 for the 2020-2021 reporting year

General Information

- Because we have new supervisors:
  - Providing general information regarding transient occupancy program
- Residential Transient Occupancy
  - Allowed in single family residences by Zoning Ordinance (Title 17 County Code)
  - Can be Vacation Rental or Bed & Breakfast
- TOT = Transient Occupancy Tax
  - Need TOT Certificate to Report Taxes to Tax Collector (Chapter 3.36 County Code)
  - TOT Certificate required if guest stays are less than 30 days
  - Current TOT rate is 12%
  - Current Tourism Business Improvement District (TBID) rate is 1%

TOT Certificate Rules

- Each dwelling/unit needs a separate TOT Certificate
- Up to two TOT certificates allowed on a parcel, regardless of number of dwellings
- Vacation Rental = entire dwelling rented out
- Bed & Breakfast = individual rooms rented in house with owner/caretaker on-site and with breakfast served
- Maximum 3 bedrooms for Vacation Rental
- Maximum 5 bedrooms for Bed & Breakfast
- 10 occupants maximum, dependent on septic capacity
- NPS reviews applications in Wawona and Foresta



TOT Application Process

- Submit completed application, fees, floor plan & site plan to Planning Department
- Applicant schedules inspections with: Building Department, Fire Department and Planning Department
- Applicant works with Environmental Health directly
  - Applications on septic/well require water tests and septic reports (along with the septic being pumped/new in last three years)
- Public Works reviews application (encroachment), as well
- Checklist of Requirements in Application packet
- Planning inspection last
- Tax Collectors office issues TOT Certificate after all approvals

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Gavel Plaque Presentation

RECOMMENDATION AND JUSTIFICATION:

Presentation of the gavel plaque to Supervisor Cann for serving as the 2020 Board of Supervisors Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board traditionally honors each retiring Chair.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board would miss the opportunity to recognize a member for their service as Board Chair.

RESULT: PRESENTATION MADE

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2021-17

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Retirement Resolution and Tile Plaque for Supervisor Kevin Cann

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RECOMMENDATION AND JUSTIFICATION:

Resolution and Tile Plaque Recognizing Kevin Cann, Upon His Retirement as District IV Supervisor (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors typically recognizes retiring Board of Supervisors members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize a Board of Supervisors member upon his/her retirement.

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