Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 1, 2025

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

Chair Smallcombe called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received by Ryan Oliphant/Chief Probation Officer, who commented on CA. 23. He thanked his staff and noted that their jobs get more challenging year after year. He noted that they now provide more services than they have in the past. He noted that it assists individuals in returning to and being productive community members. He noted his team was doing a great job.

Steve Engfer/Planning Director, commented on CA 8, thanking the Board and staff for their work on this letter. He noted it is a great program, and they look forward to a huge investment in the county.

Supervisor Poe commented on CA. 12, noting Lindsay is a phenomenal volunteer, and he thanked her for her service. He then commented on CA. 22. He discussed the program, noting that it is so useful.

Supervisor Toso commented on CA. 23, noting she cannot imagine balancing compassion. She said as she looked into it, she thanked them.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve an Agreement with Tangent for Microsoft 365 Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Administration**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($50,000); If Approved, Contingency will be Reduced to $115,822 (4/5ths Vote Required)

CA4. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in April and May 2025 Pursuant to the County Budget Control and Fiscal Management Policy

CA5. **Agricultural Commissioner**

Approve the Exotic Pest Detection Trapping Agreement No. 25-0002-012-SF for FY 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner**

Approve Organic Program Cooperative Agreement No. 25-0196-000-SA for Fiscal Year 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Chairperson of the Board of Supervisors to Sign the Agreement

CA7. **Auditor**

Receive Quarterly Audit Reports for Treasury Funds for the Fourth Quarter of Fiscal Year 2024-25 (May 2025)

CA8. **Board of Supervisors**

Ratify Letter of Support for Mariposa Creek Parkway Artist-in-Residency Program (Chair Smallcombe)

CA9. **Health and Human Services Agency**

Approve an Agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,443.48 for Emergency Medical Services for Fiscal Year 2025-2026; and Authorize the Board of Supervisors Chair to Sign the Agreement.

CA11. **Health and Human Services Agency**

Approve an Agreement with Davis Guest Home, Inc., in the Amount of $750,000 for Inpatient Residential Care Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Re-Appoint Lindsay Burtle to the Mariposa County Commission on Aging, Representing the District II Position with a Term Coinciding with the Remainder of the District II Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM; and Re-Appoint Linda Pribyl to the Mariposa County Commission on Aging, Representing the District IV Position with a Term Coinciding with the Remainder of the District IV Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM

CA13. **Health and Human Services Agency**

Approve Budget Action Decreasing Salary Appropriations and Increasing Client Treatment Facilities Appropriations within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($850,000)(4/5's Vote Required)

CA14. **Health and Human Services Agency**

Approve an Agreement with Bradley Norlander in the Amount of $80,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve the First Amendment with Central Valley Environmental (CVE) Contracting Group, Inc. Increasing the Amount by $8,899.52, for a New Amount Not to Exceed $64,899.52, for Demolition Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Health and Human Services Agency**

Approve First Amendment with Community Social Model Advocates Increasing the Amount by $150,000 for a New Amount Not to Exceed $525,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Health and Human Services Agency**

Approve an Agreement with CalSAWS Consortium in the Amount of $7,443.48 for County Purchase, MRP-2025-01, for Electronic Return Mail Notification; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve an Agreement with California Department of Health Care Services (DHCS) for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Health and Human Services Agency**

Approve an Agreement with Berliner Cohen, LLP in the Amount of $600,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with Area 12 Agency on Aging in the Amount of $304,500 for Services in Fourth Year (Fiscal Year 2025-2026) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026); Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement and Any Future Amendments to the Agreement (Subject to Approval as to Form by County Counsel)

CA21. **Health and Human Services Agency**

Approve an Agreement with Infant/Child Enrichment Services, Inc. in the Amount of $250,000 for Child Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Planning**

Approve a Three Year (3) Agreement with Environmental Systems Research Institute, Inc. (ESRI) for County-Wide GIS Services Renewal Contract in an Amount Not to Exceed $90,600; and Authorize the Chair to Sign the Agreement

CA23. **Probation**

Proclaim the Week of July 20th through July 26th, 2025, as "Pretrial, Probation, and Parole Supervision Week"

CA24. **Probation**

Approve a Three Year (3) Agreement with Alliance For Community Transformations for Drop-in Center to provide Rehabilitative and Support Services to Probationers in the Amount of $675,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Public Works**

Approve a Three Year (3) Agreement with Moore Twining Laboratories, Inc. in the Amount of $240,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA26. **Public Works**

Approve an Agreement with VRPA Technologies, Inc., for Staff Augmentation for the Engineering Department in the Amount Not to Exceed $100,000; and Authorize the Board Supervisors Chair to Sign the Agreement

CA27. **Public Works**

Approve First Amendment to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **Public Works**

Approve an Agreement with PJ Helicopters, Inc. for the Payment of Fuel Flowage Fees Related to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA29. **Public Works**

Approve Change Order No. 2 with Peak Excavation and Land Clearing in the Amount of $119,175.65 for the Yosemite West Leach Field Expansion and Repair Project; and Authorize the Board Supervisors Chair to Sign the Change Order

CA30. **Air Pollution Control District (APCD)**

Ratify the Acceptance of the Grant Agreement for G24-EIDG-14 from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions Signed by the Acting Air Pollution Control Officer on April 21, 2025; and Approve Budget Action Recognizing the Grant Revenue ($8,583)(4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen/Public Works Director, noted that Ben Hur Road is fixed and now open. She thanked the company, George Reed, for their quick work. She then discussed the downtown project, noting the overall project was $7.3 million and they came in under budget by $100k. She recognized her Associate Engineer, Joan, who was out there every day, alongside the contractors, ensuring the project was smooth. She noted they are waiting for PG&E for the lighting, but they are handling business.

Jeremy Briese/Sheriff thanked the Board for their support. He noted that their support was evident this weekend. He then thanked his staff and volunteers, noting over the weekend they had several search and rescue call-outs as well as a split investigation. He noted that with short staff and using their contact resources, they covered over 500 miles of rugged terrain. He noted that they located their first missing person quickly, but the second at-risk missing person turned out to be an individual trying to abscond from them. He noted that individuals are no longer in Mariposa County. He also noted they had two individuals graduate from the academy and said Deputy Green and Ramirez would be on the streets soon.

Sydney Forga/ Division Director Health and Human Services Agency gave a flyer to the Clerk of the Board and noted they have partnered with the FBI to give a class at the senior center on financial fraud.

Steve Engfer gave a quick update on the development code project. He noted the Planning Commission would be considering several articles at their July 18th meeting and encouraged all to join and participate.

Kari Kisela/Chamber of Commerce wished all a Happy Independence Day. She noted Lake McClure and Bass Lake would have fireworks shows. She made a public service announcement reminding all that fireworks are not allowed in Mariposa County.

G. Public Comment on Non-Agenda Items

Jeanne-Ann Pine/Resident wanted to talk about a poison. Noting it's not new, and more and more people are using it. She noted that many drugs that are illegal today were once legal. She noted a legal drug called Kratom, which is not regulated, has no age restrictions, and can cause withdrawals, mental confusion, dry mouth, loss of appetite, and is highly addictive. She noted people who have become addicted are being denied treatment because it is a legal substance, much like alcohol or tobacco. She noted that mountain communities get hit hard by addiction. She noted she did some research and found that the County could ban the substance, which would allow there to be some teeth for the Sheriff's office. She ended with the sentiment that she found it appalling that any child could walk into the smoke shop and purchase this at any age.

Bill Lowe/Former President of Mariposa Butterfly Festival/Board Member of the History Center, noted that every year, many children, even from other counties, come to the local museum. He noted they have a stamp mill that is the only stamp mill of its size still operating. He noted that they would be hosting a fundraiser on July 12th, 2025, from 6:00 PM to 9:00 PM called "Night at the Museum". He noted the dress code is "Cowboy Formal". He noted the proceeds would go to preserve and protect the stamp mill.

Carol Suggs/Rodeo Royalty Board Member introduced Heeley Patterson/2025 Mariposa Rodeo Queen and Aurora Kelling/2025 Mariposa Rodeo Jr. Princess, who spoke about what they have done over the past year and what they have upcoming. Rodeo Queen Patterson noted she would be hosting a fundraising event on July 12th for the upcoming royalty. She noted tickets would be $25, and it would be held at Cathey's Valley Park. She further noted the coronation for the incoming royalty would be held on August 9th. Ms. Suggs noted further that interviews would be on August 2nd.

Kelly Wilson/Creekside Terrace Manager noted that since her last attendance at a Board meeting, one car had been towed, and the others had left. She noted they are still having problems. She noted the homeless community comes over and there is trash, a mattress, and a woman who screams every night. She noted she doesn't see the problems going away unless the tree gets cut down. She noted there are environmental issues. She noted this is a systemic problem. She stated that towing cars was not enough; the property needed to be cleared. She noted this environment is not conducive to the healing of those who have moved into the apartments to better their lives.

In response to the above comment, Sheriff Briese noted his staff is down there often. He noted the CAO and Public Works have jumped on this situation. He noted they try to deal with situations quickly. He feels the complex needs to redo its rules.

Joe Lynch/County Administrative Officer (CAO) noted that the parcel the tree is on is County property. He noted they had put out K-rails and had cars towed. He noted they cannot fence county property. He noted it is a systematic issue, not a tree issue. He noted they will continue with their collective efforts.

Jonathan Noel/Resident commented on Ms. Pines comments on Kratom, asking if the Sheriff's Office has the authority to go in and remove it from the shelves.

H. Board Recognitions

1. **Public Works**

Adopt a Resolution Recognizing Darryl Nielsen on his Retirement

Chair Smallcombe introduced the item.

Public comment was received by Shannon Hansen, who gave her congratulations to Mr. Nielsen. She thanked him for all he had done over the last 19 years. She noted he would be much busier in retirement than at work, as Ms. Nielsen had a long list for him.

Chair Smallcombe brought it back to the Board, where Mr. Nielsen received more kudos and congratulations from Supervisors Toso, Menetrey, and Smallcombe.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District V Supervisor Miles Menetrey
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Chair Smallcombe moved off the dais and presented Mr. Nielsen with his resolution and tile plaque.

Recess Board of Supervisors

10:03 AM Chair Smallcombe recessed the Board meeting, and the Clerk of the Board read the announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

10:03 AM Chair Toso called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve First Amendment to Option Agreement for Purchase and Sale of Real Property for the Mariposa Zero Emission Transit Yard Project

Jeannie Morvay-Clayton/Transportation Planner gave the staff report, noting a correction. No public comment was received.

AMENDMENT: Not to Exceed amount updated to $340,585.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Adjourn LTC

10:07 AM Chair Toso adjourned the LTC meeting.

J. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

10:07 AM Chair Smallcombe called the meeting of the Vehicle Parking District No.1 to order.

Public Comment Period

None.

Parking District Regular Agenda

1. **County Counsel**

Approve a Lease Agreement Within the Parking District Commencing July 1, 2025 and Terminating on June 30, 2026; and Authorize the Parking District Chair to Sign the Agreement

Walter Wall/County Counsel gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District V Supervisor Miles Menetrey
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Adjourn Parking District

10:09 AM Chair Smallcombe adjourned the VPD meeting.

Reconvene as Board of Supervisors

10:09 AM Chair Smallcombe reconvened the meeting of the Board of Supervisors.

K. Regular Agenda Items

1. **Fire**

Approve Opening of a 45-day Public Comment Period; Upon Closure of Public Comment Period, Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; and Authorize the Board of Supervisors Chair to Sign the Grant Agreements

Chris Bernard/Battalion Chief/Cal Fire/Mariposa County Fire, gave the staff report. No public comment was received. Supervisor Poe thanked Fire staff.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District V Supervisor Miles Menetrey
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

2. **Planning**

Approve the Dissolution of the Midpines Planning Advisory Committee; and Recognize the Service of Eileen Collins, Adam Ferguson, Gary Francisco, Angela Heiss, Heather Huppe, Charles Lammers, Caroline McGrath, Candy O'Donel-Browne, and Nancy Parke

Steve Engfer/Planning Director, gave the staff report. Polina Pivak/Senior Planner gave a further staff report. No public comment was received. Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

3. **Clerk of the Board**

Waive the Second Reading and Adopt an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties"

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

4. **Administration**

Approve Amendments to the Mariposa County Ergonomics Program Policy

Robert Stark/Administrative Analyst gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

5. **Administration**

Approve the Revision to the Purchasing Policy in Compliance with the Updated California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid Limitations

Robert Stark gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

6. **Public Works**

PUBLIC HEARING: To Consider Summary Vacation of a Portion of Public Right of Way Access and Utility Easements Within Yosemite Parkway

Shannon Hansen gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

7. **Administration**

Approve the Note Purchase Contract, the Mariposa County Note 2025 in the Amount of $3,168,010; Approve Letter of Representations for the Sale of the Note to the County Treasurer for the Purchase of a Heating, Ventilation, and Air Conditioning (HVAC) System for the Adult Detention Facility at 5379 Highway 49N; Authorize the Board of Supervisors Chair to Sign all Documents Pertaining to the Financing Thereof (Subject to Approval as to Legal Form); and Approve a Budget Action Establishing a Fund in which Payments Will be Made for the Adult Detention HVAC System ($3,168,010) (4/5ths Vote Required)

Leigh Westerlund/Assistant County Administrative Officer gave the staff report. Joe Lynch gave further information. Courtney Morrow/Treasurer/Tax Collector/County Clerk answered a few questions from Supervisor Menetrey. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

8. **Public Works**

Approve Agreement with Bobo Construction, Inc., for the Adult Detention Facility HVAC Replacement Project in the Amount of $2,696,000; and Authorize the Board Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report.

Public comment was received by Jonathan Noel, who asked when this project would begin.

Thomas Roehrick/Carpenters Union asked the Board to reconsider doing business with Bobo Construction as they are not a responsible bidder. He also gave the Clerk of the Board a packet of materials.

Board discussion ensued. Chair Smallcombe re-opened public comment.

Mr. Noel commented a second time, noting the Board should reconsider if it was their only bid. He noted they should put it to the union.

Further Board discussion ensued.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Jenni Kiser

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser

9. **Public Works**

Approve Task Order No. 8 with The KPA Group for Construction Management Services in the Amount of $67,610; and Authorize the Board Supervisors Chair to Sign the Task Order

Shannon Hansen gave the staff report. No public comment was received.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Jenni Kiser

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

10. **Administration**

Discussion and Possible Direction to the County Administrative Officer to Lead the Effort with an Ad-Hoc Committee of Code Compliance Members to Write the Much-Needed Code Compliance Ordinances and Program Documents

Joe Lynch gave the staff report. No public comment was received. Board discussion ensued.

DIRECTION: The CAO is to lead the effort by creating an ad-hoc committee of Code Compliance Members, engaging Planning Commission members in conversation with the ad-hoc members and staff.

RESULT: DIRECTION GIVEN

L. Board Information

Information received.

M. Closed Session

Chair Smallcombe read the closed session note. No public comment was received.

12:08 PM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel**

   CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

12:17 PM Chair Smallcombe received the Board meeting and reported that during closed session, information was received, and direction was given.

N. Adjournment

12:18 PM Chair Smallcombe adjourned the meeting in memory of Nick Osenbaugh.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-243

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-244

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve an Agreement with Tangent for Microsoft 365 Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Tangent in the Amount of $174,137 for Microsoft Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Microsoft 365 suite is the official productivity platform for Mariposa County. An active license is required for each user, with the subscription being renewed annually. This solution encompasses many critical applications used throughout the county for conducting business, such as email, word processing, spreadsheets, and more.

The value of Microsoft 365 has been especially evident as we adapt to the new normal of teleworking and flexible schedules. The suite has been instrumental in ensuring that our staff can maintain and even improve productivity and the quality of community services we offer. Renewing our subscription to Microsoft 365 is a crucial step in supporting our ongoing efforts to navigate and thrive in a constantly changing environment.

By continuing our investment in Microsoft 365, we are not only equipping our employees with the tools they need to perform their duties efficiently but also committing to a platform that supports collaboration, security, and innovation across all departments.

We seek the Board's approval to renew the Microsoft 365 subscription to uphold our commitment to productivity and community service excellence.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board routinely reviews and approves contracts of this size and scope.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff would return to server-based, computer-specific mechanisms of document generation, storage, and communication.

FINANCIAL IMPACT

The budget for this contract is included in the FY25 budget.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Mariposa County - Tangent Renewal 2025

Anthony Rios
Mariposa County
arios@mariposacounty.org
P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA
(209) 742-6022

Ship To:
P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA

Reference# QUO-02348-M6J7R9
Prepared: 6/6/2025 2:18 PM
Expires: 7/6/2025
Prepared by: Chris Lee
Senior Deployment Engineer
chrisl@tangent.com

Products & Services

Item	Qty	Unit Price		Extended
DMARC Report Monitoring - Tangent-Managed - Per Domain - Plus Plan	1	$995.00	Annual Subscription	$995.00
NCE Exchange Online (Plan 1) (GCC) Annual Commit	135	$48.00	Annual Subscription	$6,480.00
NCE Microsoft Teams Audio Conferencing with dial-out to USA/CAN (GCC) Annual Commit	600	$0.00	Annual Subscription	$0.00
NCE Visio Plan 2 (GCC) Annual Commit	1	$180.00	Annual Subscription	$180.00
NCE Office 365 G3 (GCC) Annual Commit	565	$264.00	Annual Subscription	$149,160.00
NCE Project Plan 3 (GCC)	5	$360.00	Annual Subscription	$1,800.00
NCE Power BI Pro (GCC) Annual Commit	5	$120.00	Annual Subscription	$600.00
Office 365 Support	1	$1,650.00	Annual Subscription	$1,650.00

Subtotal	$160,865.00
Freight	
Total	**$160,865.00**

This total does not include any applicable taxes.

Notes:
Tangent renewal for licensing services and support.
Term: 7/3/2025 - 7/2/2026

Questions? Contact me



Chris Lee
chrisl@tangent.com
Senior Deployment Engineer
(800) 342-9388 x1159

Service Level Commitments for Office 365 Support

Response time

- Within three hours for Support issues.
- During normal business hours (6:30am to 3:30pm PST, weekdays), the first step is to notify Tangent that an issue has occurred. This can be done via email to M365Admins@tangent.com or via phone at 1-800-399-8324 or via our online self-service portal at https://portal.tangent.com. Outside of business hours, the same contact methods apply, but may not be answered until the next business day.
- Level 1 support personnel will attempt to resolve the issue prior to either escalation to tier 3 Microsoft support, if necessary, or, if at the advisory of a Level 1 technician, proceed with escalation directly to the Level 2 Engineering/Development tier for additional analysis.
- With assistance from Microsoft certified tier 3 Engineering/Development support, Level 1 and 2 engineers will work with the Support Requester to resolve the issue and file the necessary paperwork for long term enhancement to software, if applicable.
- Tangent will notify the client and verify resolution of the problem upon conclusion.

Tangent Post-Deployment Support

- Tangent will work to provide a satisfactory resolution to post-deployment reported incidents. While guidance is offered, incidents related to setup of new services is not covered under this support contract and will require a scoping and New Project Services Request (NPSR).
- Out of scope work may be requested and charged at a mutually agreed upon hourly rate. The rate will be mutually agreed upon before starting any out of scope work.
- Feature requests will be forwarded to Tangent's Research and Development team.
- Online chat support available at www.Tangent.com during regular business hours (6:30am to 3:30pm PST, weekdays).
- Email support available at M365Admins@tangent.com. Response time for email tickets are within three hours.
- 24-hour phone support option available for Enterprise clients.
- An active Support and Service subscription must be maintained to be eligible for any Tangent Support assistance.
- Expired service contracts renewed after a lapse in service will renew from original date of expiration, not date of renewal.

Support In Scope

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- Providing break-fix for issues relating to core Office 365 services:
    - Office Online
    - Microsoft 365 Apps for Business/Enterprise
    - Exchange Online
    - OneDrive for Business
    - SharePoint Online
    - Office 365 Groups
    - Microsoft Teams
    - Entra ID Integration
    - Hybrid Co-Existence
    - Hybrid Mail Flow
    - Other Office 365 services listed in “Support Out of Scope” provided as “best effort”
- Escalating issues to tier 3 Microsoft support
- Providing product demonstrations
    - Note: Please allow for up to 1 week to scope and plan the appropriate product demo
- Security best practices knowledge transfer
- Administrator knowledge transfer on focused topics
- Best practices knowledge transfer on focused topics

Support Out of Scope

- Assessing on-premises infrastructure, cloud infrastructure, or policies
- Planning, deploying, or testing products/features
- Onboarding or rolling out services
- Designing new tenant policies or directly modifying tenant settings
- Managing tenant alerts, security, and settings
- Developing applications or customizing applications/automations (including SharePoint workflows and PowerShell scripting)
- Providing or delivering end user training
- Providing hardware or hardware repair services
- Reimaging workstations/servers or delivering applications
- Patching/Updating/Upgrading servers or services
- Troubleshooting network devices or network infrastructure
- Resolving issues concerning the following services:
    - Power Platform
        - Power Automate
        - Power Apps
        - Power BI
        - Common Data Service
    - Dynamics CE/F&O/Business Central

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- Microsoft Endpoint Manager
  - Enrollment
  - Intune Policies
  - Endpoint Security
- On-premises services (Active Directory, DNS, Exchange, Skype for Business, etc), unless the on-premises service affects a cloud-service

Example In Scope Support Scenarios

- Troubleshooting mailbox migration errors
- Troubleshooting Outlook client and Outlook for Web connectivity
- Troubleshooting mobile mail access issues
- Troubleshooting shared mailbox and calendar permissions
- Troubleshooting mail flow issues
- Troubleshooting spam protection issues
- Troubleshooting message headers
- Troubleshooting Office 365 licensing issues
- Troubleshooting OneDrive sync issues
- Troubleshooting Office 365 outage issues
- Troubleshooting Entra ID Connect (AD sync, password sync, password writeback) issues
- Troubleshooting hybrid Exchange mail enablement
- Escalating security loopholes to Microsoft
- Providing Power BI demos
- Providing Entra Information Protection demos.
- Providing Data Loss Prevention demos
- Guidance for on-boarding/off-boarding users to Office 365
- Guidance on multi-factor authentication features
- Guidance on retention policy scenarios
- Guidance on options to configure SMTP relay for clients and applications
- Guidance on Password Self-Service Reset scenarios
- Guidance on MFA scenarios
- Guidance on Microsoft security practices
- Guidance on Data Loss Prevention (DLP) scenarios

If there is ever a question about scope, please do not hesitate to reach out to us at M365Admins@Tangent.com.

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Office 365 Licensing Terms and Conditions

These Terms & Conditions (this “Terms”, “Conditions”, “Agreement”) is between Tangent Computers, Corporation (“Tangent”, “Us”, “Company”, “Tangent Inc.”) and the individual or entity that has executed this Agreement (“You”). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this agreement and, in such event, “you” and “your” as used in this agreement shall refer to such entity. If you do not have such authority, or if you or such entity do not agree to the terms and conditions of this agreement, you may not use the services.

Terms & Services. These conditions are valid for the order which these conditions accompany. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, **Cloud Services that are ordered will Auto Renew** for additional Services Periods unless (i) You provide Tangent with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) Tangent provides You with written notice no later than thirty (30) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

Upon the end of the Services, licenses provided by Tangent will be removed from the Microsoft 365 tenant. Any services utilizing the removed Services may fall into a degraded state subject to Microsoft’s data removal policies.

Tangent may terminate the Services due to nonpayment if said invoices are not cured within 30 days after Tangent’s initial notice thereof. Any suspension or termination by Tangent under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

Fees. All fees payable to Tangent are due on the invoice date. Once placed, Your order is noncancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Tangent must pay based on the Services You ordered, except for taxes based on Tangent’s income.

Price Changes. Pricing on a contract is protected for the duration of that contract designated in the Portal. Tangent may change monthly charges for increases during the prepaid period. Pricing is subject to change at any time without notice. Reason for price change can include but is not limited to change in tax rate, quantity, capacities from Microsoft, and daily consumption rate.

Quantity Additions and New Primary Services. Quantity Additions are any increase to the quantity of an existing subscription. New Primary Services are any new product subscription that is not already provisioned to an existing contract with a stated Services Period.

Subscriptions will become active at the time of provisioning and will become available to the Customer immediately.

Any New Primary Service added during the Services Period will have unique start/end dates from the other products if ordered on a different day, except as provided by this agreement.

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Customers may mix both monthly and annual Services Periods.

> **Monthly Services Periods.** Both quantity additions and New Primary Services will share the same expiration date as the originally purchased Services.
>
> Both quantity additions and New Primary Services will be prorated for the days remaining in the current Services Period on the following month's invoice. Ex. "Customer's next invoice date is June 1st. Customer places an order on May 15th, Customer's June 1st invoice will be for the last 16 days of May, plus all of June."
>
> **Annual Services Periods.** Quantity additions will share the same expiration date as the originally purchased Services. New Primary Services will have unique start/end dates from the other products if ordered on a different day.
> Quantity additions will be prorated for the days remaining on the annual Services Period and will be invoiced within 5 business days.
>
> Ex. "Customer's annual Services Period for an existing Service renews on December 15th. Customer adds quantity to the service on May 15th, Customer will be invoiced for the remaining 214 days of the annual Services Period."
>
> New Primary Services will be billed upfront for a new annual Services Period.

Service Reductions and Cancellations. Service reductions are not prorated or refundable, except as provided in this Agreement.

Customer is responsible for notifying Tangent in writing of the reduction or cancellation.

Customer is responsible for unassigning cancelled services from affected users prior to the service reduction or cancellation.

> **Monthly Services Periods.** No refunds or credits will be issued for time remaining on removed or cancelled Services.
> **Annual Services Periods.** Services cancelled within 48 hours of provisioning will be refunded only after Tangent has been notified in writing by the Customer that Services are cancelled, and Tangent has been issued the credit for said Services by Microsoft. The amount refunded to the Customer will match the credit issued to Tangent by Microsoft. No cancellations or reductions are permitted after 48 hours of provisioning until the annual Services Period renewal date.

Non-Payment and Service Shut Off. Services invoiced are subject to shut-off if the associated invoice is left unpaid over 30 days past the invoice due date.

Termination. You can cancel an agreement contract at any point in time. NO partial credits will be issued for cancelations. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

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If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the nonbreaching party may terminate the order under which the breach occurred.

If Tangent terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

Rights Granted. For the duration of the Service Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the nonexclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Tangent and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order. You do not acquire under this Agreement any right or Service to use the Services, including the Tangent Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Tangent has no delivery obligation for Tangent Programs and will not ship copies of such programs to You as part of the Services.

The Services may contain or require the use of Separately Serviced Third Party Technology. You are responsible for complying with the Separate Terms specified by Tangent that govern Your use of Separately Serviced Third Party Technology. Tangent may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Serviced Third Party Technology. The third party owner, author or provider of such Separately Serviced Third Party Technology retains all ownership and intellectual property rights in and to such Separately Serviced Third Party Technology.

As part of certain Cloud Services offerings, Tangent may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

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chrisl@tangent.com
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Ownership and Restrictions. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Tangent or its licensors retain all ownership and intellectual property rights to the Services, including Tangent Programs and Ancillary Programs.

Use of the Services. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Tangent services, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Tangent is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Tangent immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Tangent under this Agreement, Tangent reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Tangent shall have no liability to You in the event that Tangent takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Tangent against any claim arising out of a violation of Your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Tangent Programs, as such Patches are generally released by Tangent as described in the Service Specifications. Tangent is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Tangent will coordinate with You the scheduling of application of Patches, where possible, based on Tangent's next available standard maintenance window.

Non-disclosure. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement, except as required by law. Confidential information

Questions? Contact me



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shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Tangent will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Tangent will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Tangent security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with these terms below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

Data Protection. In performing the Services, Tangent will comply with the Tangent Services Privacy Policy and incorporated herein by reference. The Tangent Services Privacy Policy is subject to change at Tangent's discretion; however, Tangent policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order. You agree to provide any notices and obtain any consents related to Your use of the Services and Tangent's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may not provide Tangent access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order.

Third Party Web Sites, Content, Products and Services. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Tangent does not control and is not responsible for such Web sites or any such content, products,

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services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any Third Party Content made accessible by Tangent in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Tangent is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Tangent reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Tangent may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Tangent in its sole discretion, Tangent may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes. Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

Services Tools and Ancillary Programs. Tangent may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Tangent service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Tangent's product and service portfolio, to help Tangent address deficiencies in its product and service offerings, and for Service and Services management. As part of the Cloud Services, Tangent may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Tangent does not specify separate terms for such Ancillary Programs, then, subject to Your payment obligations, You have the non-exclusive, nonassignable, royalty free, worldwide limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications. Your right to use such Ancillary Programs will terminate upon the earlier of Tangent's notice (which may be through posting on a URL designated by Tangent), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the Service to use the Ancillary Programs ends under the Separate Terms specified for such programs.

Service Analyses. Tangent may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development

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purposes (clauses i and ii are collectively referred to as “Service Analyses”). Tangent may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Tangent retains all intellectual property rights in Service Analyses.

Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including
“deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

Third Party consent. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor’s products provided by You that You use with the Services, including such rights and consents as necessary for Tangent to perform the Services under this Agreement. You agree to provide Tangent with all information, access and full good faith cooperation reasonably necessary to enable Tangent to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

Government Rules, Regulation, and Compliance. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Tangent aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Tangent will cooperate with Your efforts to determine whether use of the standard Tangent Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Tangent or changes to the Services.

Audit. Tangent may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with
Tangent’s audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Tangent can end Your Services and/or Your order. You agree that Tangent shall not be responsible for any of Your costs incurred in cooperating with the audit.

Assignment. You may not assign this Agreement or give or transfer the Services (including the Tangent Programs) or an interest in them to another individual or entity. Additionally no provision shall be

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chrisl@tangent.com
Senior Deployment Engineer
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construed to grant rights You may otherwise not have with respect to Separately Serviced Third Party Technology Serviced under open source or similar Service terms.

No Joint Venture. Tangent is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You understand that Tangent's business partners and other third parties, including any third party firms retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Tangent and are not Tangent's agents. Tangent is not liable for, bound by, or responsible for any problems with the Services arising due to, any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Tangent subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Tangent would be responsible for Tangent resources under this Agreement.

Warranties, Disclaimer, and Limitation Of Liability. Tangent warrants that it will perform (i) Services in all material respects as described in the preceding order form, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Tangent that describes the deficiency in the Services (including, as applicable, the service request number notifying Tangent of the deficiency in the Services).
TANGENT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT TANGENT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY TANGENT, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT TANGENT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANGENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TANGENT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. TANGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND TANGENT'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF TANGENT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND TANGENT WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PREPAID TO TANGENT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE

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EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR
LIMITATION OF LIABILITY NOTHING IN THIS AGREEMENT SHALL LIMIT TANGENT'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF TANGENT, OR TANGENT'S LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. TANGENT'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO TANGENT FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM TANGENT UNDER SUCH ORDER.

Indemnification. Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Tangent
("Recipient" which may refer to You or Tangent depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Tangent ("Provider" which may refer to You or Tangent depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); b. gives the Provider sole control of the defense and any settlement negotiations; and c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a Service to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the Service for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Tangent's ability to meet its obligations under the relevant order, then Tangent may, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or continues to use the applicable Material after the end of the Service to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Tangent will not indemnify You for any portion of an infringement claim that is based upon the combination

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Chris Lee
chrisl@tangent.com
Senior Deployment Engineer
(800) 342-9388 x1159

of any Material with any products or Services not provided by Tangent. Tangent will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Tangent will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Tangent will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

The term "Material" defined above does not include Separately Serviced Third Party Technology. Solely with respect to Separately Serviced Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Tangent will indemnify You for infringement claims for Separately Serviced Third Party Technology to the same extent as Tangent is required to provide infringement indemnification for Materials under the terms of the Agreement.

Notice; Informal Dispute Resolution. You and Tangent agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Tangent shall be sent by certified mail or courier to 191 Airport Boulevard Burlingame, CA 94010 USA. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Tangent account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Tangent cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Tangent may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for or, file a claim in court.

Process. EXCEPT FOR DISPUTES ARISING OUT OF OR RELATED TO A VIOLATION OF SECTION OR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND TANGENT AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR TANGENT WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND TANGENT WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Tangent agree that (a) any arbitration will occur in the State of California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference, and (c) that the state or federal courts of the State of California and the United States,

Questions? Contact me



Chris Lee
chrisl@tangent.com
Senior Deployment Engineer
(800) 342-9388 x1159

respectively, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Rules of Jams. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge or agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

Opt-Out Right. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section by writing to: 191 Airport Boulevard Burlingame, CA 94010 USA. In order to be effective, the-opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration.

Governing Law and Venue. These Terms, your access to and use of the Sites and your order, receipt and use of the Services shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in the State of California.

Severability. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Miscellaneous. These Terms constitute the entire agreement between you and Tangent relating to your access to and use of the Sites and your order, receipt and use of Services. These Terms, and any rights and Services granted hereunder, may not be transferred or assigned by you without the prior written consent of Tangent. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Tangent's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

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Entire Agreement. You agree that these Conditions and the information which is incorporated into this Agreement by written reference (privacy policy) and order form, together is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this terms excludes or limits Tangent's liability for deceit or fraudulent misrepresentation. It is expressly agreed that the terms of this Agreement and any Tangent order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Tangent document and no terms included in any such purchase order, portal, or other non-Tangent document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and these terms, the order shall take precedence. This Agreement and orders hereunder may not be modified and the rights and Cloud restrictions may not be altered or waived except in a writing signed or accepted online through Tangent by authorized representatives of You and of Tangent. No third party beneficiary relationships are created by this Agreement.

Contact Us. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

TANGENT SOLUTIONS
191 Airport Boulevard
Burlingame, CA 94010
PHONE: (800)342-9388
EMAIL: M365Admins@tangent.com

Questions? Contact me



Chris Lee
chrisl@tangent.com
Senior Deployment Engineer
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Microsoft Volume Licensing

Microsoft Cloud Agreement

US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 13.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a. Software. Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) Use Rights. The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) Temporary and perpetual licenses. Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

b. Online Services. Customer may use the Online Services as provided in this agreement.

(i) Online Services Terms. The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) Suspension. Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) End Users. Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) Customer Data. Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) Responsibility for your accounts. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

c. License transfers. License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.

d. Reservation of rights. Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

e. Restrictions. Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

f. Preview releases. Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

g. Verifying compliance for Products.

(i) Right to verify compliance. Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third-party audit.

(ii) Remedies for non-compliance. If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) Verification process. Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

a. Available Subscription offers. The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

(i) Online Services Commitment Offering. Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) Consumption Offering (also called Pay-As-You-Go). Customer pays based on actual usage with no upfront commitment.

(iii) Limited Offering. Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) Software Commitment Offering. Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

b. Ordering.

(i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place

orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor.

d. Renewal.

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

e. Eligibility for Academic, Government and Nonprofit versions. Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at http://go.microsoft.com/academic;

(ii) For government offers, the requirements listed at http://go.microsoft.com/government; and

(iii) For nonprofit offers, the requirements listed at http://go.microsoft.com/nonprofit.

As an exception to the foregoing, if Customer is not a government entity but has been verified by Contractor to be an eligible member of the Community, then the requirements in (ii) above shall not apply. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

f. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. Term, termination.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of the Customer Agreement, whichever is earliest.

b. Cancel a Subscription. The Customer Agreement will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. Security, privacy, and data protection.

a. Reseller Administrator Access and Customer Data. Customer acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Customer Agreement and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. If Customer plans to include criminal justice information or federal tax information with its Customer Data, it is Customer's responsibility to ensure compliance with FBI CJIS Policy, including ensuring that all of Customer's and/or Contractor's employees that will have unencrypted access to Customer Data meet the FBI background check. Customer must contact Contractor to obtain an applicable amendment to this agreement for that purpose.

c. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement.

Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

d. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

e. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

f. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. Warranties.

a. Limited warranty.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

6. Defense of third party claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. Customer's agreement. Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

c. Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.

d. Other terms. Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

7. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

a. Online Services. For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. Exclusions. In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.

d. Exceptions. The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. ITAR Covered Services. This section applies to only the ITAR Covered Services, defined below, Customer buys subject to this Agreement. These terms ***only apply if*** Customer provides express notice to Microsoft of Customer's intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a. Customer Prerequisites:

(i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.

(ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the ITAR Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer's End Users' use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

b. Special Terms.

(i) ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer's compliance with the ITAR will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

c. Personnel. Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

d. Use of Subcontractors. As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

e. Notification. The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

(i) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

(ii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

(iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

f. Conflicts. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

9. **IRS 1075 Covered Services.** This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a. **Customer Prerequisites.**

(i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

(ii) Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users' use of IRS 1075 Covered Services,

together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this section. No other services are supported by the terms of this section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

b. IRS Publication 1075 Special Terms.

(i) IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(ii) Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.

(iii) Personnel Records and Training. Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) Training Records. Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) Confidentiality Statement. Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) Cloud Computing Environment Requirements. The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(vii) Use of Subcontractors. Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

(viii) Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at http://azure.microsoft.com/en-us/support/trust-center/, or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(ix) Security Incident Notification. The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer's control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.

2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c. **Customer Right to Inspect.**

(i) Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Customer will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are in full satisfaction of any audit that may otherwise be requested by the Customer.

(ii) Confidentiality of Audit Materials. Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law.

(iii) This Section, 9.c, is in addition to compliance information available to Customer under the OST.

10. **Criminal Justice Information Services (CJIS).** This section applies only to the Government CJIS Covered Services, defined below, you buy under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a. Customer Prerequisites.

(i) Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's order with the Contractor. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.

(ii) Please visit https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit https://azure.microsoft.com/en-us/pricing/enterprise-agreement/. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer's responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv) Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this section and any provision in the agreement, this section shall control.

11. **Government Community requirements.** Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

a. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.

f. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.

g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

h. Operational and Ordering Consideration for GCC High:

(i) Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.

(ii) Customer acknowledges that (a) availability of its Office 3635 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.

(iii) The parties acknowledge that, as of the date this Agreement was executed, the Office 365 ProPlus "click-to-run" (C2R) feature is not yet available in Office 365 GCC High, notwithstanding anything to the contrary in the Use Rights. Accordingly, the following terms and conditions shall apply:

Until C2R functionality is made available, Customer may install up to two (2) local copies of Office Professional Plus for each User to whom E3 licenses are assigned, for the sole use of those assigned Users on Qualified Devices in Customer's Enterprise.

Once C2R functionality is made available (the "C2R release date," to be announced in the Office 365 Service Descriptions), Customer must cease installing additional local copies of Office Professional Plus, and shall as soon as practicable (but in no event later than 12 months following the C2R release date) replace each local copy that was installed pursuant to the preceding paragraph with a C2R-installed copy.

12. Miscellaneous.

a. Notices. You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329

Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

b. Assignment. Customer may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without Customer's consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

c. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

e. No agency. This agreement does not create an agency, partnership, or joint venture.

f. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

g. Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. Microsoft as an independent contractor. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

i. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

k. Survival. All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.

l. U.S. export jurisdiction. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

m. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.

n. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

o. Additional Terms Applicable when the Customer is a U.S. Federal Agency.

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

13. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

"Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx or a successor site Microsoft later identifies.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Agreement" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"FTI" is defined as in IRS Publication 1075.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/ or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective January 1, 2014, including updates (if any) released by the IRS during the term of the Enrollment.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at https://www.microsoft.com/en-us/TrustCenter/Compliance/itar or its successor site.

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at https://www.microsoft.com/en-us/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state' jurisdiction and geographic boundaries.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Technical Data" has the meaning provided in 22 C.F.R. § 120.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.



ATTACHMENT 1

Internal Revenue Services

Federal Tax Information

Safeguarding Addendum

In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Attachment 1, "contractor" refers to Microsoft, "agency" refers to Customer, and "contract" refers to the Agreement, inclusive of the Amendment.

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of contractor or the contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(7) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Company and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe,
Chair Board of Supervisors

CONTRACTOR

_____
David Baquerizo, Senior
Account Manager

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall,
County Counsel

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2025

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	CONTACT NAME: Ryan Clarke
Benefit Experts Insurance Agency Inc. 228 Hamilton Avenue 3rd floor Palo Alto CA 94301	PHONE (A/C, No, Ext): (650) 251-4228 FAX (A/C, No): E-MAIL ADDRESS: ryan@benefitexperts.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HARTFORD UNDERWRITERS INS CO	30104
INSURER B : HARTFORD CASUALTY INSURANCE CO	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Tangent Computer, Inc.
191 Airport Blvd.
Burlingame CA 94010

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		57SBABD1PJX	08/10/2024	08/10/2025	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
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		57SBABD1PJX	08/10/2024	08/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y		57SBABD1PJX	08/10/2024	08/10/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAD9NMX	09/10/2024	09/10/2025	☒ 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

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

The County of Mariposa is named additional insured to the general, auto and excess liability pursuant to attached form SS00080405.

CERTIFICATE HOLDER

County of Mariposa
5100 Bullion Street
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

Ryan Clarke

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-245

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($50,000); If Approved, Contingency will be Reduced to $115,822 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($50,000); If Approved, Contingency will be Reduced to $115,822 (4/5ths Vote Required).

Indigent Defense expenses have been significant this year. There are a couple of big cases, the minimum hourly rate has gone up, and the lawyers on contract are increasingly unable to litigate cases because of conflicts. For all of these reasons, we are increasing the budget to ensure that we can pay bills through the end of FY25.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-268: Adopt a Resolution Adopting the 2024-25 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2024-25 (FY25) Budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will run out of money to pay Indigent Defense expenses. Budget actions are processed regularly at the end of the fiscal year when expenses do not perfectly align with the budget.

FINANCIAL IMPACT

This will reduce the contingency fund by $50,000.

ATTACHMENTS

1. BUDGET ACTION

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	92001	Contingency Designation			50,000
1001	206	60318	Legal Services		50,000	
				TOTALS	50,000	50,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 24/25

DEPARTMENT HEAD SIGNATURE DATE 6/12/2025

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT ADMINISTRATION

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in April and May 2025 Pursuant to the County Budget Control and Fiscal Management Policy

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RECOMMENDATION AND JUSTIFICATION

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in April and May 2025 Pursuant to the County Budget Control and Fiscal Management Policy.

The CAO, with the concurrence of the County Auditor, has processed requests for various shifts within departments' budgeted funds in April and May of 2025. This item is to inform the Board of the recent Budget Actions as required by the County Budget Control and Fiscal Management Policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County Budget Control and Fiscal Management Policy authorizes the CAO to transfer up to $50,000 between objects or categories within the same budget with the concurrence of the County Auditor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This item is for Board information only.

FINANCIAL IMPACT

None. All changes made are within the existing budget.

ATTACHMENTS

1. **BAF log CAO-Auditor-signed Apr -May 2025**
2. **BA-_SO-2505_Electric_Vehicle**
3. **Fire_-_dept_228_-_April_2025_BAF**
4. **Budget_Action_Form_dept_402_April_2025_$8,200**
5. **Budget_Action_Form_dept_402_April_2025_$49,000**
6. **Budget_Action_From_dept_457_April_2025_$2,500**
7. **Dept_249_250429_Budget_Action_form_Transfer.xlsx - Copy**
8. **BA-Jet_Ski's_dept_219**
9. **Budget_Action_dept_109_Tyler_Software_Licenses**
10. **Dept_249_WCB_Budget_Action**

11. **Dept_307_Budget_Action_05-20-2025**
12. **Dept_408_Budget_Action_05-20-2025**
13. **Budget_Action_Form_dept_501_May_2025_$45,000**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Budget Action Form Log - DocuSigned April & May 2025 - CAO/Auditor

Item	File Name	Fund	Dept	Account	FY	Description on BAF	Increase	Decrease	Initiator	Complete	Copy in BAF Folder
1	BA-_SO-2505_Electric_Vehicle	3442	220	70411	25	Staff Vehicles	4,200		K. Mitchell	4/7/2025	✓
		3442	220	60421		Equipment IT		4,200			
2	Fire - dept 228 - April 2025 BAF	1001	228	70211	25	Fixed Asset	580		T. Thompson	4/23/2025	✓
		1001	228	60152		Emergency Response Supplies		580			
3	Budget_Action_Form_dept_402_April_2025_$8,200	3454	402	80221	25	Cost Plan	8,200		L. Norman	5/6/2025	✓
		3454	402	60541		Client Medical Professionals		8,200			
4	Budget_Action_Form_dept_402_April_2025_$49,000	3334	402	80221	25	Cost Plan	17,000		L. Norman	5/6/2025	✓
		3334	402	51111		Salaries	32,000				
		3334	402	60501		Client Assistance Payments		49,000			
5	Budget_Action_Form_dept_457_April_2025_$2,500	1001	457	80221	25	Cost Plan	2,500		L. Norman	5/7/2025	✓
		1001	457	51112		Extra Help		2,500			
6	Dept_249_250429_Budget_Action_form_Transfer	1001	249	51111	25	Salaries		2,600	C. Suggs	5/7/2025	✓
		1001	249	60301		Prof Services	2,600				
7	BA-Jet Ski's dept 219	1001	219	60621	25	Boating- County Vehicle Expense		5,868	C. Mitchell	5/7/2025	✓
		1001	219	70211		Boating- Fixed Asset	5,868				
8	Budget_Action_109_Tyler_Software_Licenses	3379	109	70511	25	Software Fixed Assets		10,295	C. Kong	5/16/2025	✓
		3379	109	60431		Software	10,295				
		3389	109	70511		Software Fixed Assets		4,600			
		3389	109	60431		Software	4,600				
		3399	109	70511		Software Fixed Assets		7640			
		3399	109	60431		Software	7,640				
9	Dept_429_WCB_Budget_Action	5527	249	70331	25	Other infrastructure		21,964	H. Harrison	5/21/2025	✓
		5527	249	60301		General Professional Services	21,964				
10	Dept_307_Budget_Action_05-20-2025	3033	307	60311	25	Transportation Services		13,000	M. Rice	5/21/2025	✓
		3033	307	80221		Cost Plan	13,000				
11	Dept_408_Budget_Action_05-20-2025	6616	408	51111	25	Salaries		38,000	M. Rice	5/21/2025	✓
		6616	408	80221		Cost Plan	38,000				
12	Budget Action Form dept 501 May 2025 $45,000	1001	501	51111	25	Salaries		45,000	L. Norman	5/27/2025	✓
		1001	501	60508		Community Outrach	45,000				
	totals						213,447	213,447			

Docusign Envelope ID: 86E8E75E-CF55-4BBC-ABCF-FB45B1DD28E0

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3442	220	70411	Staff Vehicles		42,000	
3442	220	60421	Equipment IT			42,000
				TOTALS	42,000	42,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: 4/2/2025 | 5:04 PM PDT

AUDITOR SIGNATURE DocuSigned by: 4/7/2025 | 8:43 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: 4/7/2025 | 8:44 AM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: A58092FF-A272-4839-9B29-1386E6C6DE39

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	228	70211	Fixed Asset		580	
1001	228	60152	Emergency Response Supplies			580
				TOTALS	580	580

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 25

DEPARTMENT HEAD SIGNATURE DocuSigned by: [signature] DATE 4/15/25

AUDITOR SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 4/23/2025 | 8:35 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 4/23/2025 | 9:41 AM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT Fire

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 814AD797-94F8-4917-A9B3-B2445E6E5CEE

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3454	402	80221	Cost Plan		8,200	
3454	402	60541	Client Medical Professionals			8,200
				TOTALS	8,200	8,200

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: K Kehely DATE 4·23·25

AUDITOR SIGNATURE Luis M. Mercado F25C566CC0A8412... DATE 5/6/2025 | 1:56 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 5/6/2025 | 2:07 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Initial LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Docusign Envelope ID: 41752F04-6251-4676-89C0-FE442E39DBB0

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3334	402	80221	Cost Plan		17,000	
3334	402	51111	Salaries		32,000	
3334	402	60501	Client Assistance Payments			49,000
				TOTALS	49,000	49,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: K Kehely DATE 4/23/25

AUDITOR SIGNATURE Luis M. Mercado F25C566CC0A8412... DocuSigned by: DATE 5/6/2025 | 2:00 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE Joe Lynch 9C760F0DDEF94BE... DATE 5/6/2025 | 2:08 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Initial LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Docusign Envelope ID: 48D699C3-91D5-4FC7-AB5D-7588FE97C2C5

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
1001	457	80221	Cost Plan		2,500	
1001	457	51112	Extra Help			2,500
				TOTALS	2,500	2,500

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 4·23·25

AUDITOR SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 5/7/2025 | 8:59 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE 5/7/2025 | 10:52 AM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Docusign Envelope ID: 96DD5507-6022-4ECD-868C-A27B81B97343

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	249	51111	Salaries			26,000
1001	249	60301	Prof Services		26,000	
				TOTALS	26,000	26,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

Description: Transfer from Salaries to Prof Services to accomodate for two contract obligations ($7,000 amendment for JB Anderson Planning to provide outside planning work and $19,000 for Veronica Tam to provide technical assistance on the Housing Element).

FISCAL YEAR: 24/25

DEPARTMENT HEAD SIGNATURE DocuSigned by: Steve Engler 354B21E3CB0442E... DATE 4/29/2025 | 3:17 PM PDT

AUDITOR SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 5/7/2025 | 9:01 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 5/7/2025 | 9:31 AM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT PLANNING

AUDITOR'S USE ONLY
BA #

Docusign Envelope ID: 96DD5507-6022-4ECD-868C-A27B81B97343

BUDGET ACTION FORM

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: E713CDFF-611F-4307-A2BD-4F27FE088AF1

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0219	60621	Boating- County Vehicle Expense			5,868
1001	0219	70211	Boating- Fixed Asset		5,868	
				TOTALS	5,868	5,868

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR 25

DEPARTMENT HEAD SIGNATURE — DocuSigned by: AB0B292EDEC448F... — DATE 4/30/2025 | 11:07 AM PDT

AUDITOR SIGNATURE — DocuSigned by: Luis M. Mercado F25C500CC0A8412... — DATE 5/7/2025 | 9:00 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DocuSigned by: Joe Lynch 9C760F0DDEF94BE... — DATE 5/7/2025 | 9:31 AM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

Docusign Envelope ID: D8E9ED8B-5445-4BD8-B273-82BF4AA1094C

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3379	109	70511	Software Fixed Assets			10,295
3379	109	60431	Software		10,295	
3389	109	70511	Software Fixed Assets			4,600
3389	109	60431	Software		4,600	
3399	109	70511	Software Fixed Assets			7,640
3399	109	60431	Software		7,640	
				TOTALS	22,535	22,535

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 24/25

DEPARTMENT HEAD SIGNATURE — DocuSigned by: Vincent P. Fabian 9A7091FDE23547E... — DATE 5/12/2025 | 2:55 PM PDT

AUDITOR SIGNATURE — DocuSigned by: Luis M. Miranda F25C500CC6A8412... — DATE 5/16/2025 | 9:39 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DocuSigned by: Joe Lynch 9C760F0DDEF94BE... — DATE 5/16/2025 | 9:51 AM PDT

APPROVED BY RES NO. — CLERK — DATE

Initial LS DS LW

DEPARTMENT PLANNING

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 3D1C6AAA-A468-4CFF-AB92-782988C238B3

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5527	249	70331	Other Infrastructure			21,964
5527	249	60301	General Professional Services		21,964	
				TOTALS	21,964	21,964

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: Steven J. Engler DATE 5/20/25

AUDITOR SIGNATURE DocuSigned by: Luis M. Mercado F25C500CC0A8412... DATE 5/20/2025 | 11:44 AM

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C700F0DDEF94BE... DATE 5/20/2025 | 2:03 PM P

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT Planning

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 757E8AE1-6030-4F56-AD8E-37A38A9DC950

BUDGET ACTION FORM

FUND	DEPT	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3033	307	60311	Transportation Services			13,000
3033	307	80221	Cost Plan		13,000	
				TOTALS	13,000	13,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR Cost Plan higher than Auditor expected FY25

DEPARTMENT HEAD SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 5/20/25

AUDITOR SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 5/20/2025 | 2:00 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE 5/20/2025 | 2:03 PM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LN

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

Docusign Envelope ID: E243E7A5-CF0A-47B2-9C62-AE75B9728079

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
6616	408	51111	Salaries			38,000
6616	408	80221	Cost Plan		38,000	
				TOTALS	38,000	38,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR Cost Plan higher than Auditor expected FY25

DEPARTMENT HEAD SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 5/20/25

AUDITOR SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 5/20/2025 | 2:01 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE 5/20/2025 | 2:04 PM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

Docusign Envelope ID: 6F4FACBB-5D1F-43D6-BA6C-0164B6F03A96

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	501	51111	Salaries			45,000
1001	501	60508	Community Outreach	CWS	45,000	
				TOTALS	45,000	45,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 24-25

DEPARTMENT HEAD SIGNATURE — DocuSigned by: Luis M. Mercado F25C560CC0A8412... — DATE 5-21-25

AUDITOR SIGNATURE — DocuSigned by: Joe Lynch 9C760F0DDEF94BE... — DATE 5/23/2025 | 9:02 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DATE 5/23/2025 | 2:34 PM PDT

APPROVED BY RES NO. — CLERK — DATE

Initial LS — DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-246

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Exotic Pest Detection Trapping Agreement No. 25-0002-012-SF for FY 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Exotic Pest Detection Trapping Agreement No. 25-0002-012-SF, for FY 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The exotic pest detection trapping contract is an annual contract that provides State subvention funds for the pest detection trapping program to cover part of the cost of the program. This contract was first introduced after the 1981 Medfly infestation to cover the costs of the increase in trap numbers over the original County trapping commitment.

The subvention funding available is $28,028 for the FY 2025/2026 for Mediterranean Fruit Fly, Spongy Moth and Japanese Beetle trapping activities only.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The FY 2024/2025 Agreement was approved by Resolution No. 24-417.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Exotic Pest Detection Trapping program to defray the funds expended for work performed in this program for fiscal year 2025/2026.

FINANCIAL IMPACT

The subvention amount of $28,028 for the Exotic Pest Detection Trapping Program Agreement was included in revenue for FY 2025/2026.

ATTACHMENTS

1. Mariposa CDFA Pest Detection Agreement

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0002-012-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $28,028.00

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Rosemarie Smallcombe Chair, Board of Supervisors

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP25PPQFO000C071
Federal Award Date:	April 29, 2025
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$400,000.00
Effective Dates for CDFA:	July 1, 2025 through June 30, 2026
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	Pending
Effective Dates for CDFA:	January 1, 2025 through December 31, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that could threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanna Fisher	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Mariposa
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-202-0879	Phone:	209-966-2075
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Moosa Anwer	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-539-8300	Phone:	209-966-2075
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2025-2026

Effective Agreement Period: July 1, 2025 through June 30, 2026

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.

B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.

C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).

E. Provide county trappers with trapping guidelines.
- Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
- Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.

F. Provide annual training programs for county trapping supervisors and trappers as needed.

G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP)

protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.

H. Contract an outside contractor who will dispose of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

J. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.

K. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.

B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.

C. Hire and train county personnel as needed.

D. Provide and maintain county trapping vehicles.

E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.

F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.

2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG,

the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.

G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).

H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf for software needs, links to the Map Books and GIS layers, and contacts for assistance.

1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.

    a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
    b. Jackson trap insert – full trap number, placement date, and trapper’s initials on non-sticky side.
    c. Delta trap – full trap number, servicing and rebaiting dates, and trapper’s initials on outside.
    d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
    e. ChamP™ trap – full trap number, servicing dates, and trapper’s initials on the top fold.
    f. Yellow panel trap – full trap number, placement date, and trapper’s initials on white backside when placing; note servicing dates on outside non-sticky margins.
    g. McPhail trap – full trap number and servicing dates on calendar card.

I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.

J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

   CDFA – Plant Pest Diagnostic Center
   3294 Meadowview Road
   Sacramento, CA 95832

K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.

L. All counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a Hazardous Waste Permanent State (HWPS) ID Number issued by the CalEPA, Department of Toxic Substance Control (DTSC) and shall possess a Certified Unified Program Agency (CUPA) permit from the applicable local CUPA agency. Counties will dispose of this hazardous waste using the PD/EP hazardous waste disposal contractor in accordance with CalEPA regulations and requirements.

M. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.

N. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC

inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

O. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx

P. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book” or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

Q. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. Electric records or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.

S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.

1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.

3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total

reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.

4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:

    i. County name
    ii. Remit to address
    iii. Date of submittal
    iv. Invoice number
    v. Agreement name
    vi. Agreement number
    vii. Billing period
    viii. If revised, date revised invoice was submitted
    ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
    x. Invoices file names must follow the standard naming convention detailed below:

        County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2025=25), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

        Example: TulareJUN25PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

    Example: TulareJUN25PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement <u>will not be paid</u>.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.

8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.

9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2025/2026
July 1, 2025 - June 30, 2026
Mariposa County

A. Personnel Services - Fruit Fly (FF)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**501.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**64.00**
Total Hours:	**565.00**
Subtotal Personnel Cost:	**$14,322.71**
Overhead: 25%	**$3,580.68**
Total Personnel Cost:	**$17,903.39**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Trapping Poles	**$50.00**
Water	**$10.00**
Total Supplies Cost:	**$60.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

None	
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	3,700.0	0.700	**$2,590.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
Total Mileage Cost:				**$2,590.00**

Total FF Cost:	**$20,554.00**
***Total Agreement Amount CDFA will reimburse for Core FF Cost:**	**$15,113.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Mariposa County

Personnel Costs - Fruit Fly (FF)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Field Assistant	$19.38	$1.94	$21.32	350.00	$7,462.00
Agricultural Program Tech	$25.70	$11.40	$37.10	7.00	$259.70
Agricultural & Standards Inspector	$36.97	$17.30	$54.27	5.00	$271.35
Agricultural Field Assistant	$19.86	$1.99	$21.85	125.00	$2,730.75
Agricultural & Standards Inspector	$30.39	$13.68	$44.07	14.00	$616.98
			Detection Total:	**501.00**	**$11,340.78**
			THWS	**501.00**	
Non-Detection Positions					
Agricultural Field Assistant	$19.38	$1.94	$21.32	10.00	$213.20
Agricultural Program Tech	$25.70	$11.69	$37.39	14.00	$523.46
Agricultural & Standards Inspector	$38.82	$18.17	$56.99	7.00	$398.93
Agricultural Commissioner/Sealer	$62.28	$21.21	$83.49	5.00	$417.45
Agricultural Field Assistant	$19.86	$1.99	$21.85	5.00	$109.25
Agricultural Program Tech	$26.41	$11.69	$38.10	5.00	$190.50
Agricultural & Standards Inspector	$38.82	$18.17	$56.99	6.00	$341.94
Agricultural & Standards Inspector	$30.39	$13.68	$44.07	6.00	$264.42
Agricultural Commissioner/Sealer	$65.39	$21.74	$87.13	6.00	$522.78
			Non-Detection Total:	**64.00**	**$2,981.93**
				Total FF Personnel Cost:	**$14,322.71**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2025/2026
July 1, 2025 - June 30, 2026
Mariposa County

A. Personnel Services - Spongy Moth (SM)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**555.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**60.00**
Total Hours:	**615.00**
Subtotal Personnel Cost:	**$16,077.27**
Overhead: 25%	**$4,019.32**
Total Personnel Cost:	**$20,096.59**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

None	**$0.00**
Total Supplies Cost:	**$0.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

None	**$0.00**
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	3,400.0	0.700	**$2,380.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
Total Mileage Cost:				**$2,380.00**

Total SM Cost:	**$22,477.00**
***Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:**	**$11,441.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Mariposa County

Personnel Costs - Spongy Moth (SM)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Field Assistant	$19.38	$1.94	$21.32	380.00	$8,101.60
Agricultural Program Tech	$25.70	$11.40	$37.10	10.00	$371.00
Agricultural & Standards Inspector	$30.39	$13.68	$44.07	27.00	$1,189.89
Agricultural Field Assistant	$19.86	$1.99	$21.85	100.00	$2,184.60
Agricultural & Standards Inspector	$30.39	$13.68	$44.07	38.00	$1,674.66
			Detection Total:	**555.00**	**$13,521.75**
			THWS	**555.00**	
Non-Detection Positions					
Agricultural Field Assistant	$19.38	$1.94	$21.32	10.00	$213.20
Agricultural Program Tech	$25.70	$11.69	$37.39	12.00	$448.68
Agricultural & Standards Inspector	$38.82	$18.17	$56.99	2.00	$113.98
Agricultural Commissioner/Sealer	$62.28	$21.21	$83.49	5.00	$417.45
Agricultural Field Assistant	$19.86	$1.99	$21.85	10.00	$218.50
Agricultural Program Tech	$26.41	$11.69	$38.10	6.00	$228.60
Agricultural & Standards Inspector	$38.82	$18.17	$56.99	3.00	$170.97
Agricultural & Standards Inspector	$30.39	$13.68	$44.07	7.00	$308.49
Agricultural Commissioner/Sealer	$65.39	$21.74	$87.13	5.00	$435.65
			Non-Detection Total:	**60.00**	**$2,555.52**
				Total SM Personnel Cost:	**$16,077.27**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2025/2026
July 1, 2025 - June 30, 2026
Mariposa County

A. Personnel Services - Japanese Beetle (JB)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**44.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**15.00**
Total Hours:	**59.00**
Subtotal Personnel Cost:	**$1,839.26**
Overhead: 25%	**$459.82**
Total Personnel Cost:	**$2,299.08**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

None	**$0.00**
Total Supplies Cost:	**$0.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

None	**$0.00**
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	540.0	0.700	**$378.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
Total Mileage Cost:				**$378.00**

Total JB Cost:	**$2,678.00**

***Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost:**	**$1,474.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Mariposa County

Personnel Costs - Japanese Beetle (JB)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Field Assistant	$19.38	$1.94	$21.32	26.00	$554.32
Agricultural Field Assistant	$19.86	$1.99	$21.85	13.00	$284.00
Agricultural & Standards Inspector	$30.39	$13.68	$44.07	5.00	$220.35
			Detection Total:	**44.00**	**$1,058.67**
			THWS	**44.00**	
Non-Detection Positions					
Agricultural Field Assistant	$19.38	$1.94	$21.32	1.50	$31.98
Agricultural Program Tech	$25.70	$11.69	$37.39	3.00	$112.17
Agricultural Commissioner/Sealer	$62.28	$21.21	$83.49	2.50	$208.73
Agricultural Program Tech	$26.41	$11.69	$38.10	4.00	$152.40
Agricultural & Standards Inspector	$38.82	$18.17	$56.99	1.00	$56.99
Agricultural & Standards Inspector	$30.39	$13.68	$44.07	1.00	$44.07
Agricultural Commissioner/Sealer	$65.39	$21.74	$87.13	2.00	$174.26
			Non-Detection Total:	**15.00**	**$780.60**
				Total JB Personnel Cost:	**$1,839.26**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **Mariposa**

Fiscal Year: **2025-2026**

TRAPPING HOURS/YEAR WORKSHEET

Table 1

Trap Type	TRAPPING SEASON for CORE PROGRAM											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF												
ML												
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2 A: EFF

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	35.00	X	13.00	=	455.00
MP		x		=	0.00
OF		x		=	0.00
ML		x		=	0.00
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
				Total:	455.00

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

		Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF	TOTAL:	455	÷	1.00	=	455.00	x1.1(10%	500.50
		(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
SM	200.00	x	8.67	=	1,734.00
JB	16.00	x	8.67	=	138.72
				Total:	1,872.72

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

		Servicings/year		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM	TOTAL:	1,734	÷	3.50	=	495.43	x1.1(10%	544.97
		(A)		(B)		(C)		(D)
JB	TOTAL:	139	÷	3.50	=	39.63	x1.1(10%	43.60
		(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

Attachment B

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).

2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.

3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2025, and from June 15 through June 30, 2026, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).

8. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

Attachment C

PEST DETECTION/EMERGENCY PROJECTS FY 25/26

AGRICULTURAL COMMISSIONER	COUNTY
Monica L. Nielsen	Mariposa
DETECTION SPECIALIST	DATE
Cassandra Davis	2/24/2025

		Other COMMITMENT	Core COMMITMENT	TOTAL COMMITMENT
TRAPPING				
JACKSON TRAP - MEDFLY	MF	0	35	35
McPHAIL TRAP	MP	0	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	0	0
JACKSON TRAP - MELON FLY	ML	0	0	0
CHAMP TRAP - Garden	CP	0	0	0
CHAMP TRAP - Rural	CP	0	0	0
CHAMP TRAP - Rural Residential	CP	0	0	0
SPONGY MOTH	SM	0	200	200
JAPANESE BEETLE	JB	0	16	16
Other Traps		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
#		0	0	0

SPECIAL TRAPPING CONSIDERATIONS:

60-221 (REV 5/22)

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING OF DETECTION TRAPPING PROGRAMS

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.

2. Planting specimens are pre-marked as follows:

    a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
    b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
    c. JBs have a mounting-pin hole through the sternum.

3. Trap type – QCP species correlation:

	TRAP	QCP
a.	McPhail, Multillure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b.	Trimedlure Jackson	MF
c.	Cue-lure Jackson	ML
d.	Methyl eugenol Jackson	OF
e.	SM	SM
f.	JB	JB
g.	EGVM	EGVM

4. Only one specimen per trap will be planted.

5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.

6. All planting specimens will be in good condition, clearly showing distinguishing body parts.

7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.

7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.

8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.

9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.

2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.

3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.

4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.

6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day) - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:
Daren Harris
Daren.Harris@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Daren Harris
Daren.Harris@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

1. **Fruit Flies or EGVM: Three (in any combination)**

2. **SM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

PEIR Management Practices (MP) and Mitigation Measures (MM)
For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials.For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
    - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
    - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
    - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
    - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	Monica Nielsen
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Mariposa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✔
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✔
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✔
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✔
MP-SPRAY-7: Follow appropriate product storage procedures	✔
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✔
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✔
MP-HAZ-2: Use safety and cleanup materials checklist	✔
MP-HAZ-3: Implement decontamination	✔
MP-HAZ-4: Follow appropriate disposal procedures	✔
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✔
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✔
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✔
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✔
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✔
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✔
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*****:	
End Date:	June 30, 2026

*****This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	Monica Nielsen
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of Mariposa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✔
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✔
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✔
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✔
MP-SPRAY-7: Follow appropriate product storage procedures	✔
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✔
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✔
MP-HAZ-2: Use safety and cleanup materials checklist	✔
MP-HAZ-3: Implement decontamination	✔
MP-HAZ-4: Follow appropriate disposal procedures	✔
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✔
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✔
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✔
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✔
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✔
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✔
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*****:	
End Date:	June 30, 2026

*****This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	Monica Nielsen
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Mariposa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✔
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✔
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✔
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✔
MP-SPRAY-7: Follow appropriate product storage procedures	✔
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✔
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✔
MP-HAZ-2: Use safety and cleanup materials checklist	✔
MP-HAZ-3: Implement decontamination	✔
MP-HAZ-4: Follow appropriate disposal procedures	✔
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✔
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✔
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Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✔
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✔
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✔
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
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Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
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Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*****:	
End Date:	June 30, 2026

*****This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Budget and Survey Quick Guide

Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Mariposa

FY: 25/26

Total Agreement Amount CDFA will reimburse $ 28,028.00

Funding Sources	CORE Costs			Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle		
Federal Funds	$ 9,615.00	$ 1,589.00	$ -	$ 11,204.00	39.97%
State Funds	$ 5,498.00	$ 9,852.00	$ 1,474.00	$ 16,824.00	60.03%
Totals	**$ 15,113.00**	**$ 11,441.00**	**$ 1,474.00**	**$ 28,028.00**	**100%**

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Budget and Survey Quick Guide
Pest Detection County Agreements

County: Mariposa
FY: 25/26

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB
Core	35	0	0	0	0	0	0	**35**	**200**	**16**
Other								**0**		
Total trap/site surveyed/Mo	35	0	0	0	0	0	0	35	200	16
Servicing/trap/Mo	2.17								**2.17**	**2.17**
Servicings/Mo	76	0	0	0	0	0	0	75.95	434	34.72

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF												
ML												
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			

4 weekly servicings 2 biweekly servicings 1 monthly servicings

COUNTY LETTERHEAD

Attachment H

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

CORE Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

PDEP County Agreements Required		
Trap Activity	**%**	**Cost**
Core Cost		
Fruit Flies	0.000%	$0.00
SM	0.000%	$0.00
JB	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
Total	**0.000%**	**$0.00**

Mileage Expense Breakout	**Total Miles**	**Rate**	**Total Cost**
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

COMMENTS:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-247

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Organic Program Cooperative Agreement No. 25-0196-000-SA for Fiscal Year 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Chairperson of the Board of Supervisors to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Organic Program Cooperative Agreement No. 25-0196-000-SA for Fiscal Year 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Chairperson of the Board of Supervisors to Sign the Agreement.

This is an annual cooperative agreement for work performed in Mariposa County in the enforcement of the California Organic Foods Act. Funds will be received for any new or amended registrations of organic producers or handlers. In addition, funds will be received for spot inspections of organic producers, handlers, processors, restaurants, and retail stores as well as Farmer's Markets. Funds will also be available for investigations of any complaints or residue sampling for violations of the California Organic Foods Act.

The total available in Fiscal Year 2025/2026 for this agreement is $1,725.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2024/2025 Organic Program agreement was approved by Resolution No. 2024-301

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement subvention funds will not be received for organic registration of producers or handlers in the county, spot inspections, residue sampling, or for any complaint investigations performed.

FINANCIAL IMPACT

The subvention amount of $1,725 for this agreement was included in the FY 2025/2026 budget revenues.

ATTACHMENTS

1. Mariposa CDFA Organic Agreement 25-0196-000-SA

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0196-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $1,725.00

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

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Rosemarie Smallcombe, Chair, Board of Supervisors

ADDRESS
Post Office Box 905, Mariposa, California 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections according to the California Organic Food and Farming Act.

Project Title: Organic Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	mnielsen@mairposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

23. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

25. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

26. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

State Organic Program (SOP)
2025/2026 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) State Organic Program (SOP) staff. The county receives $60.00 for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid $225.00 for each spot inspection completed for producers, restaurants, handlers, processors, retail stores, and other applicable organic operations. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of $75.00 for the initial visit and first organic participant inspected. An additional $10.00 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above Spot Inspection Program rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid a flat rate of $130.00 for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing**.

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA SOP staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA SOP staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA SOP staff via voicemail or email. CDFA SOP staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the $130.00 flat rate. **Note:** Do not submit samples to the lab for testing on weekends/holidays or outside normal business hours. These samples must be stored by the county and follow "chain of custody" requirements, until they can be submitted.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County staff are expected to conduct investigations, which include preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigation expenses and expenses incurred for collecting residue samples as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices to CDFA SOP personnel for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act (COFFA) shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations (CCR) and remain in the county imposing the penalty.

TRAINING

County staff are expected to review the CDFA SOP website and attend training conducted or required by CDFA SOP staff.

County staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the Access Organic Integrity Learning Center link to sign in to the Learning Center. Follow the instructions using the How to Register for a Course link. First time users will need to create an account by selecting the How to Navigate the Organic Integrity Learning Center link. Register for the following courses:
    - NOP-030: Fundamentals of an Inspection
    - NOP-090: Organic Dairy Compliance (Only required for counties with organic dairy operations)
    - NOP-190: Sampling and Testing

2. Sound and Sensible Website: ***Exploring the Organic Option*** Training Videos
    - The Road to Organic Certification
    - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website:
    - NOP-070: Advanced Inspections: Investigations
    - NOP-330: Origin of Livestock (Counties with organic dairy operations)

2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to applicable agencies/groups. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with Section 46000) of the California Food and Agricultural Code (FAC), CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act (COFFA).

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2025; and 2) for work completed from January 1 to June 30, 2026. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

SOP procedures are outlined in the program's Quality Systems Manual (QSM). For additional questions, please contact the CDFA SOP.

Mariposa Fiscal Display FY 2025/2026

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations**.

Spot (Random) Inspection Assignments

Amount		Rate	Total
3	@	$225.00	$675.00

Farmers Market

Amount		1st Organic Participant		Estimated Additional Organic Participants			Total
1	@	$75.00	+	3	@	$10.00	$105.00

Estimated Assisted Registrations

Amount		Rate	Total
1	@	$60.00	$60.00

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
4	@	$130.00	$520.00

Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total
$365.00

Total for 2025/2026	**$1,725.00**

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Receive Quarterly Audit Reports for Treasury Funds for the Fourth Quarter of Fiscal Year 2024-25 (May 2025)

RECOMMENDATION AND JUSTIFICATION

Receive Quarterly Audit Reports for Treasury Funds for the Fourth Quarter of Fiscal Year 2024-25 (May 2025).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Auditor reconciles the Treasury funds to the Auditor's records each month. Once each quarter, the monthly audit results are reported to the Board of Supervisors as required by California code. This is normally done for the middle month of each quarter. The results contained in this report are for the month of May 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to hear about the County's financials.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Auditor's Review and Audit Report for Treasury Funds**
2. **Statement Of Treasury's Condition**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY AUDITOR
POST OFFICE BOX 729
4982 10TH STREET
MARIPOSA, CALIFORNIA 95338

Luis Mercado, Auditor

Office: 209-966-7606
Fax: 209-966-7810

E-mail:
lmercado@mariposacounty.org

June 10, 2025

AUDITOR'S REVIEW AND AUDIT REPORT FOR TREASURY FUNDS

The Auditor's office conducts monthly audits of the Treasurer's cash and bank statements to ensure that they concur with the accounting records maintained by the Auditor. California Code, Title 3, Division 2, Part 3, Chapter 4, Article 2, Paragraph 26922 requires that, at least once each quarter, the results of this audit shall be filed in the office of the clerk of the Board of Supervisors.

The audit attached to this report is for the month of May 2025 (4th Quarter of FY 24-25). The results of the audit were that the cash on hand with the Treasurer and the money held in the Treasurer's operating and investment bank accounts fully reconciled with the accounting records of the Auditor. The Auditor's records indicated total funds of $70,814,310.07. Of the Treasurer's total amount, cash on hand with the Treasurer on the last business day of May 2025 totaled $2,792.50, cash deposit in transit totaled $10,789.72, money in the Treasurer's operating bank accounts totaled $4,594,311.13, and the balance of the County's investments was $66,206,416.72.

Luis Mercado
County Auditor

FILED

JUN 10 2025
COURTNEY PROGNER MORROW
MARIPOSA COUNTY CLERK

STATEMENT OF TREASURY'S CONDITION

STATE OF CALIFORNIA
County of Mariposa

On the 30th day of May 2025, the undersigned Deputy Auditor of said Mariposa County, counted the money in its treasury, and verified in duplicate as follows:

MONEY IN TREASURY:

CURRENCY:	100's	$500.00	
	50's	$50.00	
	20's	$1,440.00	
	10's	$300.00	
	5's	$275.00	
	2's		
	1's	$192.00	
	CURRENCY:		$2,757.00
COIN:	SILVER DOLLAR		
	50		
	25	$24.25	
	10	$6.60	
	5	$4.30	
	1	$0.35	
	COIN:		$35.50

TREASURY TOTAL CASH: **$2,792.50**

Luis M. Mercado
County Auditor

By: _____
Deputy Auditor

Reconciliation with Auditor's Books:

AUDITOR'S CASH BALANCE AS OF THE 30th DAY OF May 2025		$68,456,886.73
	Outstanding Checks:	$2,357,423.34
	AUDITOR'S :	**$70,814,310.07**

Treasury Balance:

Cash in Treasury:	$2,792.50
Cash in Transit:	$10,789.72
Active Bank Accounts:	$4,594,311.13
Invested Bank Accounts:	$66,206,416.72
TREASURY :	**$70,814,310.07**

Bank Adjustments:

TOTAL TREASURY: **$0.00**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-248

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Rosemarie Smallcombe, District I Supervisor
RE:	Ratify Letter of Support for Mariposa Creek Parkway Artist-in-Residency Program (Chair Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Ratify Letter of Support for Mariposa Creek Parkway Artist-in-Residency Program (Chair Smallcombe).

Mariposa County is proud to offer this letter of support in recognition of the Mariposa Creek Parkway Artist-in-Residency Program, proposed and administered by the Mariposa County Arts Council in collaboration with the County, Southern Sierra Miwuk Nation, and the Sierra Foothill Conservancy. The Count believes in the power of the arts to strengthen the community, increase civic participation and elevate the voices of those historically excluded from planning and public space design processes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely ratified letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Letter of Support - Mariposa Creek Parkway - 062325

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

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Mariposa County
Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... JENNI KISER
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

Letter of Support for Mariposa Creek Parkway Artist-in-Residency Program

June 23, 2025

To Whom It May Concern,

The Mariposa County Board of Supervisors is proud to offer this letter of support in recognition of the Mariposa Creek Parkway Artist-in-Residency Program, proposed and administered by the Mariposa County Arts Council in collaboration with the Southern Sierra Miwuk Nation, the Sierra Foothill Conservancy, and the County of Mariposa.

The Mariposa Creek Parkway, a County-owned Park is a vital public space within the town of Mariposa. The Board acknowledges the Parkway as a priority project for the County of Mariposa. This site is central to multiple codified and adopted planning frameworks, including the:

- Mariposa Creek Parkway Master Plan,
- Mariposa County Recreation and Resilience Plan, and
- Mariposa County General Plan.

Together, these documents identify the Creek Parkway as a major County asset, essential to Mariposa's environmental resilience, public health, recreation access, and cultural life.

In addition, the Mariposa County Creative Placemaking Strategy specifically recommends the development of an Artist-in-Residency Program along the Creek Parkway to activate the space, engage the community, support cross-sector partnerships, and foster creative, place-based solutions to complex challenges. The proposed program by the Mariposa County Arts Council is a direct realization of that recommendation and serves as a model of creative civic innovation.

Our Planning Department has worked in close partnership with the Mariposa County Arts Council, the Southern Sierra Miwuk Nation, and the Sierra Foothill Conservancy on restoration, interpretation, and creative engagement efforts along the Creek Parkway for nearly a decade. We view the proposed residency as a powerful evolution of this work—bringing together ecological restoration, cultural revitalization, and public engagement in ways that are strategic, exciting, and deeply aligned with County goals.

As such, the County will serve as a core partner in the implementation of the Mariposa Creek Parkway Artist-in-Residency Program. Our partnership will include:

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- Participation in artist selection processes to ensure alignment with planning priorities and Parkway values;
- Offer the County Arts Park (or other location on Creek Parkway) as a workspace or performance space for resident artists;
- Support in permitting and regulatory processes for any public programming or temporary installations associated with the residencies;
- Strategic communications assistance through the County's Public Information Officer to elevate awareness and engagement;
- Collaboration across County departments (including Housing, Health and Human Services, and Public Health) to explore ways the residency may advance or support agency goals;
- Efforts to amplify the program's impact through participation in regional, state, and federal convenings and planning networks.

These efforts reflect the County's belief in the power of the arts to strengthen community, increase civic participation, and elevate the voices of those historically excluded from planning and public space design processes. It also reflects our enduring confidence in the Mariposa County Arts Council's leadership and track record in developing programs that are responsive, visionary, and rooted in local need and place.

We look forward to a strong and collaborative partnership that deepens public understanding of the Creek Parkway's significance and supports a vibrant, equitable, and resilient Mariposa County.

Sincerely,

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-249

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple agreements are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center was approved by the Board of Supervisors on July 16, 2024, through Resolution #2024-306.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, HHSA crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Sequoia Psychiatric Treatment Center 2026

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR INPATIENT ADULT PSYCHIATRIC SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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 a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

employee of 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. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Sequoia Psychiatric Treatment Center
1547 Plumas Court
Yuba City, CA 95991

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Chair Board of Supervisors	Jeff Payne, Executive Director Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
Scope of Work

Services and Personnel
CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge
Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)
CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections
5328- 5328.1545 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921
et. seq.CMIA Ca Civil Code 56 through 56.37

Title 9, CCR Section 1810.370(a)(3)

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

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

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

TO: Mental Health Directors/Contract Managers

FROM: Jeff Payne, Executive Director

DATE: April 7, 2025

RE: FY '25/'26 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-ninth year of service to the Counties in northern and central California. As we prepare for FY '25/'26, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '25/'26. The rate increases for programs represent projected market-appropriate increases to general supplies, food, and other costs of living.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	$268 a day
Casa Del Rio (Hanford, CA)	$210 a day
Trinity Pines (Chico, CA)	$248 a day
Lighthouse (Eureka, CA)	$220 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $225 a day 10 – 12 clients at $270 a day 7 – 9 clients at $340 a day 0 – 6 clients at $365 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $222 a day 70 – 84 clients at $247 a day 0 – 69 clients at $257 a day

Crisis Residential Facility

Hyperion (Eureka, CA)	$600 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at $410 a day 31 – 35 clients at $430 a day 0 – 30 clients at $470 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$435 a day

Residential Services/Board and Care as of 7/1/25

Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Bed-Hold rates shall be paid at the same daily rate as if the client were present in the facility, as established by the FY '25/'26 rate schedule.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '25/'26, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2025 to coincide with the renewal of the Willow Glen Care Center's contract for FY '25/'26. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904. We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-250

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,443.48 for Emergency Medical Services for Fiscal Year 2025-2026; and Authorize the Board of Supervisors Chair to Sign the Agreement.

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,443.48 for Emergency Medical Services for Fiscal Year 2025-2026; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Public Health Branch within the Health and Human Services Agency (HHSA) has contracted with MCEMSA for many years. The staff has been satisfied with the quality and value of services received from MCEMSA, which includes the part-time assistance of an EMS Coordinator in the County. Through the years, existing staff from both HHSA and MCEMSA have worked extensively to incorporate best practices to help facilitate improved service delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 15, 2023, the Board of Supervisors approved the most recent formal agreement for Fiscal Year 2023-2024 with Resolution #2023-455.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

1. County may administer EMS services pursuant to State laws and regulations but at considerably greater cost.
2. County may pursue creating a new Joint Power Agency for these services.

FINANCIAL IMPACT

An amount of $7,443.48 is budgeted within the HHSA - Public Health 2025-2026 fiscal year budget.

ATTACHMENTS

1. MCEMSA Agreement 2026

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

FORMAL AGREEMENT BETWEEN
MOUNTAIN COUNTIES
EMERGENCY MEDICAL SERVICES AGENCY
AND
MARIPOSA COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Mariposa County, hereinafter referred to as "County," and the Mountain Counties Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on 21st day of July 1998, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Mariposa County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **The Agency shall accept authority and responsibility as the local EMS agency for Mariposa County, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:**

   1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204, and 1798.205.

2. **The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.**

3. **The Agency shall assign an .2 FTE to be available at the county site or to attend meetings on behalf of the county.**

4. **The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.**

5. **The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.**

6. **County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the regional services agreed to in this document in the amount not to exceed seven thousand four hundred forty-three dollars and forty-eight cents ($7,443.48), which shall be payable annually on or before October 30. The Agency shall invoice the County of Mariposa for said services. The County shall contribute office space and support services for an agency staff person.**

7. **The term of this Agreement shall be from July 1, 2025 through June 30, 2026.**

8. **If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2026 in order to opt out for the next one year cycle.**

9. **The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto upon the approval of the State EMS Authority.**

10. **The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.**

County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

11. **Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.**

12. **Both the County and the Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.**

> **During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because**

of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulation of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF MARIPOSA

By _____ Date: _____
Title: Chair, Board of Supervisors

MOUNTAIN\ COUNTIES EMERGENCY MEDICAL SERVICES AGENCY

By_____ Date: _____
Title: Chairman, Board of Directors

Approved as to Form:

By_____ Date:_____
Title: County Counsel or Attorney for County

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-251

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Davis Guest Home, Inc., in the Amount of $750,000 for Inpatient Residential Care Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Davis Guest Home, Inc., in the Amount of $750,000 for Inpatient Residential Care Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an amendment with Davis Guest Home on April 8, 2025, through Resolution # 2025-128.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Davis Guest Home Inc. 2026

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

AGREEMENT FOR RESIDENTIAL CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $750,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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 a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

employee of 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. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Davis Guest Home
1878 E Hatch Road
Modesto, CA 95331

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Lonny Davis, Owner Davis Guest Home, Inc.,
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports.
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the

choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patient's Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service trainings provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the "Davis Guest Home Rate Quote Sheet" is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR'S facility. Residents that are moved from CONTRACTOR'S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

15. HIPAA Compliance

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

Davis Guest Home
personalized residential care

Fiscal Year 2025-2026 Rate Sheet

Transitional Rate Program/Services:

SSI*	$1420.07
SSI / SSA*	$1440.07
Daily Patch Rate	$175

**conservatorship renewals included

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,420.07 per month for a client who receives one check and $1,440.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits and $3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $1,000.00 daily for higher acuity, and $325.00 for private rooms. Behavioral patches may also apply and vary between $250-$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

**CONTRACTOR will include Conservatorship Renewals with the daily patch provided the conservatee is a Resident of Davis Guest Home at the time of conservatorship renewal.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to the COUNTY of origin for placement.

Before placement, all Residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a Resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a Resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frame indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the Resident as required by; Community Care Licensing, Title 22, Section 87506:

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, Residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Re-Appoint Lindsay Burtle to the Mariposa County Commission on Aging, Representing the District II Position with a Term Coinciding with the Remainder of the District II Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM; and Re-Appoint Linda Pribyl to the Mariposa County Commission on Aging, Representing the District IV Position with a Term Coinciding with the Remainder of the District IV Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Lindsay Burtle to the Mariposa County Commission on Aging, Representing the District II Position with a Term Coinciding with the Remainder of the District II Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM; and Re-Appoint Linda Pribyl to the Mariposa County Commission on Aging, Representing the District IV Position with a Term Coinciding with the Remainder of the District IV Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM.

Lindsay has served on the commission as the Chairperson since her original appointment date of 12/19/2023. Linda has served on the commission since her original appointment date of 6/7/1997.

During their time on the commission, both Ms. Burtle and Ms. Pribyl has contributed immense ongoing support of commission operations and representation of their respective districts.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Historically, the Board has approved or denied all appointment requests on behalf of this commission.

The By-Laws for the COA note that the District-appointed terms coincide with the District Board of Supervisors' term. Gov Code 24200 states new terms for elected officials begin the first Monday in January following an election at 12:00 PM.

Both appointments have been approved to move forward by the District II and District IV County Board of Supervisors members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Lack of approval for these re-appointments would create a vacancy for this commission's District II and District IV positions.

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-252

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Decreasing Salary Appropriations and Increasing Client Treatment Facilities Appropriations within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($850,000)(4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Decreasing Salary Appropriations and Increasing Client Treatment Facilities Appropriations within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($850,000)(4/5's Vote Required)

BACKGROUND AND HISTORY OF BOARD ACTIONS

This budget action increases Behavioral Health Department 402 client treatment facilities appropriations and decreases excess salary appropriations. Client treatment facility expenses charged to Department 402 have exceeded the estimated budget for FY24-25, and salary expenses have been less than estimated.

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY24-25.

FINANCIAL IMPACT

There is no impact to the County General Fund. This Budget Action Decreases Departmental Salary Appropriations ($850,000) and Increases client treatment facility Appropriations ($850,000) in the Department 402 Fund 3536 Budget.

ATTACHMENTS

1. FY2025 End of the year Mental Health Budget Action #2 20250605

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	402	51111	Regular Salaries and Wages			700,000
1001	402	52101	Retirement - Employer			50,000
1001	402	52201	Medical - Active Employees			100,000
1001	402	60543	Client - Treatment Facilities		850,000	
	FY2025 End of the year Mental Health Budget Action #2 20250605					
				TOTALS	850,000	850,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR:

DEPARTMENT HEAD SIGNATURE KKelly DATE 6/5/25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-253

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Bradley Norlander in the Amount of $80,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Bradley Norlander in the amount of $80,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Jail Based Competency Treatment (JBCT) Programs are designed for patients who do not require the intensive level of inpatient treatment provided in state hospitals. Accordingly, patients are assessed to determine their placement status. If they do not require intensive treatment, they may be transferred to a JBCT program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement was approved on August 8, 2024, by the County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Mariposa County Jail may run the risk of not being in compliance with state regulations.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Bradley Norlaner 2026**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Bradley Norlander, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2027, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is not to exceed $80,000 for the entire term of the agreement. The not to exceed amount of the initial term of the agreement is $40,000, and the not to exceed amount for each extension period is $40,000, as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Bradley Norlander
P.O. Box 2491
Oakhurst, CA 93644

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Bradley Norlander, Owner

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

Exhibit A
SCOPE OF WORK

I. Duties of Licensed Psychologist or Psychiatrist

a) The examining psychiatrists or licensed psychologists shall evaluate the nature of the defendant's mental disorder, if any, the defendant's ability or inability to understand the nature of the criminal proceedings or assist counsel in the conduct of a defense in a rational manner as a result of a mental disorder and, if within the scope of their licenses and appropriate to their opinions, whether or not treatment with antipsychotic medication is medically appropriate for the defendant and whether antipsychotic medication is likely to restore the defendant to mental competence. If an examining psychologist is of the opinion that antipsychotic medication may be medically appropriate for the defendant and that the defendant should be evaluated by a psychiatrist to determine if antipsychotic medication is medically appropriate, the psychologist shall inform the court of this opinion and his or her recommendation as to whether a psychiatrist should examine the defendant. The examining psychiatrists or licensed psychologists shall also address the issues of whether the defendant has capacity to make decisions regarding antipsychotic medication and whether the defendant is a danger to self or others. If the defendant is examined by a psychiatrist and the psychiatrist forms an opinion as to whether or not treatment with antipsychotic medication is medically appropriate, the psychiatrist shall inform the court of his or her opinions as to the likely or potential side effects of the medication, the expected efficacy of the medication, possible alternative treatments, and whether it is medically appropriate to administer antipsychotic medication in the county jail.
b) Contractor shall utilize standardized assessments as clinically relevant to the client's situation. Contractor shall review client records as part of the evaluation.
c) Contractor shall provide written report of the client's ability or inability to understand criminal proceedings or assist counsel in the conduct of a defense in a rational manner to the Mariposa County Court and the Mariposa County Jail Based Competency Training program.
d) Contractor shall agree to participate in activities required by the Department of State Hospitals for all JBCT competency evaluators.

II. Licensed Psychologist or Psychiatrist agrees to meet the following requirements:

a) Maintain certified license to practice psychology in good standing with the California Board of Psychology

b) Have a valid Prison Rape Elimination Act (PREA) status

c) To perform evaluations at Mariposa County Human Services Center in the Family Service Center. In the event the defendant is in custody, the evaluation would be performed at the Mariposa County Adult Detention Facility.

d) To fully comply with applicable requirements of 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and subsequent amendments relating to protected health information, as well as any task or activity contractor

performs on behalf of County, to the extent County would be required to comply with such requirements.

e) To consult with clinician of record (when required) as well as case management staff for each defendant to gain a better understanding of the progress the defendant is making.

f) Contractor is excluded from providing evaluations to U.S. military service members and veterans, in the interest of avoiding conflicts of interest associated with current employment.

III. County agrees to meet the following requirements:

a) To develop a process of sending required records with encryption to the Contractor

b) To provide payment of invoices upon 30 days of receipt from Contractor

Exhibit B
COST PROPOSAL

I. Compensation

a) The following fees are to be paid to Bradley Norlander, Ph.D.: $287.50/hour for each competency evaluation, not to exceed $40,000.00 annually for the term of this agreement. These fees include preparation and evaluation time, travel time, expenses and any other incidentals that may be required by contractor. Additional activities as required by the Department of State Hospitals for JBCT competency evaluators.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-254

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the First Amendment with Central Valley Environmental (CVE) Contracting Group, Inc. Increasing the Amount by $8,899.52, for a New Amount Not to Exceed $64,899.52, for Demolition Services; Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment with Central Valley Environmental (CVE) Contracting Group, Inc. Increasing the Amount by $8,899.52, for a New Amount Not to Exceed $64,899.52, for Demolition Services; Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The agreement was first approved by the County Administrative Officer on May 9, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the amendment, the vendor would not be able to complete the demolition services started on the 10304 Fisk Road Project.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CVE Contracting Group, Inc. A01**
2. **CVE Contracting Group, Inc. 2025**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

FIRST AMENDMENT TO AGREEMENT FOR DEMOLITION SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR DEMOLITION SERVICES, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and CVE Contracting Group, Inc. Dba: Central Valley Environmental, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 9, 2025, wherein Contractor agreed to provide demolition services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: See attached Work Summary.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $8,899.52 will be added to the original amount of $56,000, making the total compensation paid to Contractor the not to exceed amount of $64,899.52.

Except as herein amended, the Agreement dated May 9, 2025, shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Braydon Stout, COO CVE Contracting Group Inc. Dba: Central Valley Environmental
COUNTERSIGNED:	APPROVED AS TO FORM:

(Government Code §25103)

Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

CVE Contracting Group Inc., (CVE Fresno)
4263 N Selland Ave.
Fresno, CA 93722

10250280 MF - PW 10304 Fiske Road Coulterville, CA 95311 / 10250280 Client: Mariposa County Health & Human Services Agency

Contact / Return To

Kim Ballard

kballard@mariposacounty.org

COR Number: 5

COR Subject: Exterior Siding

COR Date: 05/29/2025

Work Type: Price / Proceed

Days Valid: 1

Summary

Removal and disposal of all exterior siding, windows and doors. *excludes any board up or securing of property upon completion of abatement/demolition

Breakdown

Type	Code	Name	Qty	Unit	Unit Cost	Description	Total
Labor	5473-1	NorCal - Asbestos and Lead Removal Worker (Area 2)	48	Hours	$149.99	Labor for removal and disposal of all exterior siding, doors, and windows	$7,199.52
Haul		Central Valley Environmental	2	Loads	$850.00	Hauling and disposal fees	$1,700.00
						Total	**$8,899.52**

Approved By Name

Date

Signature

Click to Enter Signature

Submit

Download PDF (https://portal.fieldflo.com/cvefresno/downloadpdf/231534217485527865ef86ffb57d38ca1f26d0d7e7a1dfcbe/1)

Attachments

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AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 5/9/2025

From: Contracts @ HHSA TS **Agreement with:** CVE Contracting Group, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☑ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☑ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☑ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☑ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Braydon Stout, COO *(Name of person signing the agreement and their title)*

Vendor Email: braydons@cvecorp.com *(Email of signee)*

For: Full gut interior demolition of 10304 Fiske Road *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*

Term: 5/1/2025 - 12/31/2025 *(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

☑ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $56,000 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Initial
C-HHSA

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AGREEMENT FOR INTERIOR DEMOLITION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and CVE Contracting Group Inc. Dba: Central Valley Environmental, hereinafter referred to as "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 May 1, and terminate on December 31, 2025, unless extended as provided by this Agreement.

2. SERVICES,

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $56,000 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Central Valley Environmental
4263 N. Selland Ave.
Fresno, CA 93722

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

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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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

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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.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joy Lynch
County Administrative Officer

CONTRACTOR

Signed by:
F8476BE73AA3423...

Braydon Stout, COO
CVE Contracting Group Inc. Dba:
Central Valley Environmental

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter Wall
County Counsel

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CVE PROFESSIONAL ABATEMENT SOLUTIONS
CENTRAL VALLEY ENVIRONMENTAL

PROVIDING SERVICES THROUGHOUT THE WEST COAST

CORPORATE – 4263 N. Selland Ave, Fresno CA 93722 Ph: (559) 222-1122 F: (559) 222-1174
NORTH BAY - 310 Professional Dr., Rohnert Park, CA 94928 Ph:(707) 584-1900 F: (707) 238-4292
SAN DIEGO – 7912 Armour Street, San Diego CA 92111 Ph: (619) 838-4035 F(707) 238-4292
HEAVY DEMOLITION – 35500 S Welty Rd., Vernalis CA. 95385 Ph: (209) 239-9676 F: (209) 629-8837
FRESNO – 4263 N. Selland Ave, Fresno CA 93722 Ph: (559) 222-1122 F: (559) 222-1174
CONTRACTOR'S LICENSE # 913083 DOSH REGISTRATION # 938 DIR#1000001553

ESTIMATE/PROPOSAL # 25286

MF 10304 Fiske Road, Coulterville, CA 95311
10304 Fiske Road
Coulterville, CA 95311

Mariposa County Health & Human Services Agency
209-966-2000
kballard@mariposacounty.org

SCOPE OF WORK: SELECTIVE DEMOLITION; FULL GUT

- Mobilization of Crew and equipment

Suite #1: 64' x 30'

- Removal and disposal of remaining carpet in half the room.
- Removal and disposal of all VCT flooring.
- Removal and disposal of all drywall on walls and ceilings, full gut down to bare studs.
- Removal and disposal of batt-in insulation overhead.
- Hepa-vacuum and wipe down work areas.

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Suite #2: 16' x 30'

- Detach all fluorescent light ballasts and light bulbs.
- Removal and disposal of all VCT flooring.
- Removal and disposal of all drywall on walls and ceilings, full gut down to bare studs.
- Removal and disposal of batt-in insulation overhead.
- Hepa-vacuum and wipe down work areas.

Suite #3: Men's & Women's Restrooms 18' x 24'

- Detach all fluorescent light ballasts and light bulbs.
- Removal and disposal of all ceramic tile flooring
- Removal and disposal of all stall partitions, toilets, and sinks.
- Removal and disposal of all drywall on walls and ceilings, full gut down to bare studs.
- Removal and disposal of batt-in insulation overhead.
- Hepa-vacuum and wipe down work areas.

Suite #4: 22' x 30'

- Detach all fluorescent light ballasts and light bulbs.
- Removal and disposal of all drywall on walls and ceilings, full gut down to bare studs.
- Removal and disposal of batt-in insulation overhead.
- Hepa-vacuum and wipe down work areas.

Suite #5: 16' x 30'

- Detach all fluorescent light ballasts and light bulbs.
- Removal and disposal of ceramic tile flooring at entry.
- Removal and disposal of all glue down carpet.
- Removal and disposal of all drywall on walls and ceilings, full gut down to bare studs.
- Removal and disposal of batt-in insulation overhead.
- Hepa-vacuum and wipe down work areas.

Exterior Siding: North and East Elevation

- Removal and disposal of all affected wood siding and wallboard on North and East elevations. Approximately **130 LF**. **Excludes removal or bracing of 2x4's or treatment for mold.*

All work performed will be done with properly trained personnel in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.
Includes all waste hauling and disposal fees.

SUMMARY OF PRICING:

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Demolition totals: $54,000.00

State/Federal/County Disposal Requirements - INCLUDED
Air Board Notification Permit & Fees: N/A
3rd Party Clearance Testing w/Results: Not Included.

EXCLUSIONS & CLARIFICATIONS

1. Excludes any work not noted in this proposal. ****No mold remediation, treatment, or decontamination is included in this quote.***

2. Excludes any bonding, addendums, liquidated damages, anything unforeseen, survey report or materials testing.

3. Excludes any preparation of any kind for build-back purposes.

4. Excludes any traffic control, sidewalk closures, encroachment permits, providing of temp-fencing, scaffolding or lift systems (unless already lined out above)

5. City/County Specific permits and fees are the responsibility of the homeowner or General Contractor.

6. Excludes any liability from damages caused by stapes, tape or adhesives that will be used to secure contained work areas.

7. CVE will not reinstall any items that have been removed in order to secure containments or perform abatement as lined

out within scope. CVE recommends that any items that are to be saved that impede the scope of work be coordinated by others.

8. Pricing is based on normal business hours. Overtime, Night, Holiday work will require additional pricing or be subject to a change order request.

9. CVE does not typically move contents, appliances etc. if contents are to be manipulated as part of this scope of work CVE waives all right for collections against any damages, or issues during the moving process.

10. Pricing is only valid for a period of (90) days.

11. Excludes 3rd party clearance testing unless already stated as included in line items under section “scope of work”

12. Excludes any removal of concrete, mortar that is not specifically called out within this proposal.

13. Excludes any liability for damages caused by manipulation of contents or appliances, CVE encourages that all items are removed from work areas by others.

14. Please note that the sole party authorizing the contract may be liable for complete payment should the billing party be a separate entity. A preliminary lien may be issued on the contracted work sites property.

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The DTSC will assess a fee for each generator that produces five tons or more of hazardous waste. This assessed fee is not included in this proposal or contract. Please be aware that if you generate more than five tons of hazardous waste, the California Department of Tax and Fee Administration (CDTFA), formerly the California State Board of Equalization (BOE) will bill you directly.

TERMS & CONDITIONS

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient power and water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from
weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above-mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County. Credit card transactions will incur a 3% fee of transaction total.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal

Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or de-mobilization will be charged

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accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not
accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized
visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling, or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or

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unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

AUTHORIZATION TO PROCEED

A signature by the owner, or owner's representative is a written agreement to the terms and conditions set forth above.

Your Name

Today's Date

Signature

Click to Enter Signature

Submit

Docusign Envelope ID: 0452C1E1-E103-4B31-99BB-F253E28B234C

CVECONT-01 AFRANCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2025

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	CONTACT NAME: Alison Franco
Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: afranco@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance Company	10172
INSURER B : ACE Property & Casualty Insurance Company	20699
INSURER C : Underwriters at Lloyd's (Lloyd's of London)	00000
INSURER D : State Compensation Insurance Fund of California	35076
INSURER E :	
INSURER F :	

INSURED

CVE Contracting Group, Inc. DBA: Central Valley Environmental
4263 N. Selland Avenue
Fresno, CA 93722

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: applies to GL only	X	X	G47480954001	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLL PROF LIAB	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	H08886489001	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		ENVX0000517-24	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	9342800-24	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Poll Liab Incl Mold			G47480954001	8/1/2024	8/1/2025	Per Claim	1,000,000
A	Prof Liab			G47480954001	8/1/2024	8/1/2025	Occurrence/Aggregate	1,000,000

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

RE: The work performed by the Named Insured for the Certificate Holder.
The County of Mariposa, its officials, employees, and volunteers are included as additional insureds with respect to General and Auto Liability per policy forms attached. Insurance is Primary and Noncontributory and waiver of subrogation applies, when required in written contract per policy provisions, conditions and exclusions. Waiver of Subrogation further applies to Workers' Comp when required in written contract per policy provisions, conditions and exclusions. Excess Liability is following form over the General Liability, Auto Liability, Employers Liability, and Pollution Liability.
Endorsement(s) Attached:
General Liability Additional Insured
SEE ATTACHED ACORD 101

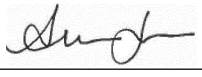
CERTIFICATE HOLDER

County of Mariposa
P.O. Box 99
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



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Certificate Of Completion

Envelope Id: 0452C1E1-E103-4B31-99BB-F253E28B234C
Status: Completed
Subject: Complete with Docusign: Mariposa County HHSA- CVE Contracting Group, Inc. - CAO-5.9.2025.pdf
Source Envelope:
Document Pages: 16
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
5/9/2025 1:30:22 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: Docusign

Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/9/2025 1:39:32 PM Viewed: 5/9/2025 1:49:22 PM Signed: 5/9/2025 1:50:48 PM
Electronic Record and Signature Disclosure: Accepted: 5/9/2025 1:49:22 PM ID: 5f6abe58-a096-4405-af35-92a2ae41d811		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/9/2025 1:50:49 PM Viewed: 5/9/2025 1:56:12 PM Signed: 5/9/2025 2:01:09 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Braydon Stout braydons@cvecorp.com C.O.O CVE NB Contracting Group, Inc Security Level: Email, Account Authentication (None)	Signed by: F8476BE73AA3423... Signature Adoption: Drawn on Device Using IP Address: 174.218.117.243 Signed using mobile	Sent: 5/9/2025 2:01:10 PM Viewed: 5/9/2025 2:27:18 PM Signed: 5/9/2025 4:07:18 PM
Electronic Record and Signature Disclosure: Accepted: 5/9/2025 2:27:18 PM ID: 3a2fe497-34f2-4d05-8296-6b2c1efb517a		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/9/2025 4:07:19 PM Viewed: 5/9/2025 4:08:08 PM Signed: 5/9/2025 4:08:19 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/9/2025 1:39:32 PM
Certified Delivered	Security Checked	5/9/2025 4:08:08 PM
Signing Complete	Security Checked	5/9/2025 4:08:19 PM
Completed	Security Checked	5/9/2025 4:08:19 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-255

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment with Community Social Model Advocates Increasing the Amount by $150,000 for a New Amount Not to Exceed $525,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Community Social Model Advocates Increasing the Amount by $150,000 for a New Amount Not to Exceed $525,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The last Community Social Model Advocates was approved by the Board on July 2, 2024, through Resolution #2024-278.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Community Social Model Advocates A01**
2. **CSMA 2024-2027**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Community Social Model Advocates, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 2, 2024, wherein Contractor agreed to provide residential recovery services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

1. Paragraph 3, "COMPENSATION," and Exhibit C are hereby amended to provide that an additional $150,000 a not to exceed increase of $50,000 per each term will be added to the original amount of $375,000, making the total compensation paid to Contractor the not to exceed amount of $525,000.

Except as herein amended, the Agreement dated July 2, 2024 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, Chair
Board of Supervisors

CONTRACTOR

_____
Lori Newman, Executive Director
Community Social Model Advocates, Inc.

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

Form Revision Date: 02-26-24

DocuSign Envelope ID: 3C96EBC1-ECC5-4D67-A480-7A5E106681C4

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-278

MEETING:	July 2, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Community Social Model Advocates in the Amount of $375,000 for Inpatient Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Community Social Model Advocates in the Amount of $375,000 for Inpatient Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The last Community Social Model Advocates was approved on July 12, 2023, by the Mariposa County Administrative Officer for the fiscal year of 2023-2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The need for residential care for substance-abuse clients remains strong for the upcoming year and beyond. If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **CSMA Agreement 2024-V2 - COI**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DS
C

DocuSign Envelope ID: 3C96EBC1-ECC5-4D67-A480-7A5E106681C4

AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of July, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Community Social Model Advocates, Inc., hereinafter referred to as "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 be for a period of 3 (three) years, commencing on July 1, 2024, through and including June 30, 2027.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $375,000 for the term of the contract, $125,000 for the initial term, and $125,000 for each extension period as set forth in Exhibit C, "Pay Rates," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Community Social
Model
Advocates, Inc.
508 Mendocino Court
Atwater, CA 95307

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles, Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lori Newman
EB304C6457C3419...

Lori Newman, Executive Director
Community Social Model Advocates, Inc.

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Description of Services
Community Social Model Advocates shall perform the following residential treatment services to perinatal and non-perinatal clients:

- Available modalities
  - Licensed, 24-hour a day, 7 day a week supervision
  - Peer counseling
  - Coordination of care with County
  - AA meetings
  - Anger management classes
  - 12 Step Study and/or other recovery support that promote a sober living and recovery environment
  - Provide all clients with an assessment, treatment planning, individual counseling, group counseling and discharge planning

- Perinatal services to address treatment and recovery issues specific to pregnant and postpartum women
  - Services shall include:
    - Parent/child habilitative services
    - Service access
    - Education
    - Coordination of ancillary services

CONTRACTOR will:

- Provide room and board
- Provide an opportunity to learn new job skills in various fields.
- Supported efforts related to interpersonal and independent living skills and access community support systems.
- Supported efforts related to interpersonal and independent living skills and access community support systems.
- Provide residential recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
- Ensure that all individuals in the residential treatment be engaged in SUD treatment, at all times during the individuals stay.
- Provide safe, secure, clean and sober family-oriented residential treatment homes.
- Provide for client hygiene supplies,
- Ensure that services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
- Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.

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- For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.
- Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan. County will make available a team meeting within 7 (seven) days of request.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.
- In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY's Substance Use Disorder Supervisor by secure email or secure fox fax for coordination and consultation purposes. Secure fax number is (209) 742-0996. Client records shall include enough information for an evaluation of services provided. The CONTRACTOR shall provide the COUNTY a copy of statistical reports as requested for submission to the state, federal and local agencies for compliance or reimbursement purposes.
- Coordinate care with Probation and MCBHRS.

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Exhibit B
Compliance

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel

Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

C. Contract Termination

Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring

1. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any deficiencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements

1. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.
2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.
3. Maintain certification to provide withdrawal management services Medi-Cal Services through Department of Health Care Services (DHCS).

F. Hatch Act

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be

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no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

H. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

I. Debarment and Suspension
CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

J. Protected Health Information

1. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

K. Health Insurance Portability and Accountability Act (HIPAA) of 1996
All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

a. No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

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c. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

3. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

L. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

M. Counselor Certification

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Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

N. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

O. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

P. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Q. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

R. Trafficking Victims Protection Act of 2000

CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.

S. Tribal Communities and Organizations

CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and

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improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

V. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

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W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (§ 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

X. Reporting and Invoicing

CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

Y. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
    a. materials explaining services available to the public,
    b. language assistance,
    c. language interpreter and translation services, and
    d. video remote language interpreting services.

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Z. Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

AA. Noncompliance with Reporting Requirements
CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

BB, Youth Treatment Guidelines
If contracted to provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.
CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

CC. Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)
Clients under age 21 will receive Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT) as established in Welfare and Institutions Code (WIC) Section 14132(v).3 State law provides that for individuals under 21 years of age, a service is medically necessary or a medical necessity if it meets the standards set forth in 42 USC, Section 1396d(r)(5**).**

DD. Perinatal Services

1. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.
2. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.
3. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Report Suspected Medi-Cal Fraud

1. CONTRACTOR must immediately report suspected Medi-Cal fraud to DHCS. Reporting of fraud can be accomplished in one of three ways:
    a. Online: https://www.dhcs.ca.gov/individuals/Paqes/StopMedi-CalFraud.aspx

DocuSign Envelope ID: 3C96EBC1-ECC5-4D67-A480-7A5E106681C4

b. Email: fraud@dhcs.ca.gov
c. Phone: 1-800-822-6222

FF. Site Inspection

The County and State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Provider or its subcontractors, the Provider shall provide and shall require its Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

GG. Cal-OMS

Contractors that provide DMC-ODS services are required to comply with Cal-OMS treatment data submission requirements. Electronic submission of Cal-OMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month. Contractor shall comply with data collection and reporting requirements established by the DHCS Cal-OMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to Cal-OMS-Tx data collection and reporting requirements. Contractor shall submit Cal-OMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS. Contractor shall comply with the Cal-OMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

HH. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

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Exhibit C
Pay Rates

Community Social Model Advocates, inclusive of all services and outlined in Exhibit A will be paid per bed utilized by MCBHRS clients. The county bed day rate is $139.26 per perinatal and non-perinatal client. MCBHRS day rate is defined as each day a client receives at least one residential recovery service as described in Exhibit A, “Scope of Work,”.

Contractor total amount not to exceed $375,000.

All rates are subject to an increase of 10% and become effective upon date of services.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

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
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Dottie Flores
PHONE (A/C, No, Ext): 209-386-5076 **FAX (A/C, No):** 209-384-0401
E-MAIL ADDRESS: dottie.flores@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofit Ins Alliance of CA	10023
INSURER B : Lloyds of London	
INSURER C : Insurance Co. of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COMMU-3
Community Social Model Advocates, Inc.
dba Rose Julia Riordan Tranquility Village
508 Mendocino Court
Atwater CA 95301

COVERAGES **CERTIFICATE NUMBER:** 997672405 **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:	Y	Y	202410398	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	202410398	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			202410398UMB	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WSA506594601	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Professional Liability Cyber Liability			202410398DONPO ESL0339664900	1/1/2024 6/2/2023	1/1/2025 6/2/2024	Limit Limit	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Mariposa, its officials, employees & volunteers are named as additional insured on a primary and non-contributory basis with respect to General Liability and Auto Liability per attached forms. Wavier of subrogation applies with respect to General Liability, Auto Liability and Workers Compensation per attached forms.

CERTIFICATE HOLDER
County of Mariposa
PO Box 905
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

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DocuSign

Certificate Of Completion

Envelope Id: 3C96EBC1ECC54D67A4807A5E106681C4
Status: Completed
Subject: Complete with Docusign: 24-278 - Community Social Model Advocates.pdf
Source Envelope:
Document Pages: 21
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
7/2/2024 2:18:51 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/2/2024 2:21:19 PM Viewed: 7/2/2024 2:44:38 PM Signed: 7/2/2024 2:44:45 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 76.9.79.200	Sent: 7/2/2024 2:44:46 PM Viewed: 7/2/2024 2:46:59 PM Signed: 7/2/2024 2:47:19 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/2/2024 2:47:21 PM Viewed: 7/2/2024 3:57:08 PM Signed: 7/2/2024 3:57:12 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Lori Newman lnewman@csmainc.org Security Level: Email, Account Authentication (None)	DocuSigned by: Lori Newman EB304C6457C3419... Signature Adoption: Pre-selected Style Using IP Address: 172.4.104.76	Sent: 7/2/2024 3:57:14 PM Viewed: 7/3/2024 8:13:58 AM Signed: 7/3/2024 8:14:24 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/3/2024 8:13:58 AM ID: 47f15932-da72-4df9-8cd3-43f0a191aeda		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/3/2024 8:14:26 AM Viewed: 7/3/2024 8:14:53 AM Signed: 7/3/2024 8:15:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2024 2:21:19 PM
Certified Delivered	Security Checked	7/3/2024 8:14:53 AM
Signing Complete	Security Checked	7/3/2024 8:15:00 AM
Completed	Security Checked	7/3/2024 8:15:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-256

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with CalSAWS Consortium in the Amount of $7,443.48 for County Purchase, MRP-2025-01, for Electronic Return Mail Notification; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with CalSAWS Consortium for the Amount of $7,443.48 for County Purchase, MRP-2025-01, for Electronic Return Mail Notification; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The CalSAWS Electronic Return Mail Notification service provides faster information related to CalSAWS correspondence mailed from Central Print that will result in return mail. Information on which mail pieces will be returned and why can be provided electronically via a report or a task within CalSAWS. Optionally, physical mail pieces determined to be return mail through the electronic return mail service can be prevented from being returned to the County.

This County Purchase is for Mariposa-specific costs based upon the options chosen by Mariposa associated with use of the CalSAWS electronic return mail notification service.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the Joint Exercise of Powers Agreement in October 2017 through Resolution #2017-450

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

HHSA will have inadequate resources for processing returned mail.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Central Print County Purchase - Return Mail - MRP 2025-01

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

CalSAWS

Central Print
County Purchase

Mariposa County

MRP–2025-01

Electronic Return Mail Notification

April 21, 2025

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DATE	DOCUMENT VERSION	REVISION DESCRIPTION	AUTHOR
4/21/2025	1.0	Created Document	Geoff Cosner
5/12/2025	1.1	Updated Notice Address	Geoff Cosner

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REQUESTED SERVICES

Overview

Pursuant to Amendment 2 of the CalSAWS Central Print Services Agreement by and between CalSAWS Consortium and Gainwell Technologies LLC, in support of County-specific correspondence needs, Counties may request, and Gainwell may perform, Services agreed upon through the CalSAWS County Purchase process.

The CalSAWS Electronic Return Mail Notification service provides faster information related to CalSAWS correspondence mailed from Central Print that will result in return mail. Information on which mail pieces will be returned and why can be provided electronically via a report or a task within CalSAWS. Optionally, physical mail pieces determined to be return mail through the electronic return mail service can be prevented from being returned to the County.

This County Purchase is for Mariposa specific costs based upon the options chosen by Mariposa associated with use of the CalSAWS electronic return mail notification service.

Scope of Work

USPS determines whether a mail piece is deliverable or not deliverable. Mail that is not deliverable is returned with a USPS return label. The USPS determines the information that goes on the USPS return label (typically a yellow sticker) from one of two USPS services:

- **Coding Accuracy Support System (CASS)** – USPS service that returns a properly formatted address
- **National Change of Address (NCOA)** – USPS service that returns the data for a name/address that has a change of address on file prior to mailing (intended to replace ACS)

As part of the Electronic Return Mail Notification service, Central Print processes both CASS and NCOA for all mail. Based on results of CASS and NCOA inquiries, mail is identified as either deliverable or return mail at the time of mailing.

Per policy, all correspondence whether it will be delivered or returned is mailed.

For those mail pieces that are going to be returned, the information that it will be returned and why is provided to the county by the next business day rather than several weeks later when the physical mail piece is returned. This faster identification can help counties prevent additional undeliverable mail going out – providing better service to clients while saving on postage for additional mail pieces.

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For counties using the Electronic Return Mail Notification service, Central Print sends a transaction for each mail piece to USPS' CASS and NCOA services. USPS returns an official USPS notification of what will happen with that particular mail piece.

RECEIVE RESULT INFORMATION

Addresses determined to be incorrect or non-deliverable are flagged. This information is then returned to the county. The information can be returned in the form of a report or as a task within CalSAWS based on the County's preference. A Journal entry is automatically created in the CalSAWS system for all "Return Mail" (Errors) and "Update Recommended" (Warnings). There is no option to suppress Journal entries. This CalSAWS Journal entry should appear on the Journal Search page within 24 hours of the completion of the Central Print processing.

1: Receive Result Information - Report Option

For addresses determined to be undeliverable, an entry is included on the Electronic Return Mail Notification report. This report is available the next business day following mailing of the correspondence and is provided through a secure method due to the Personally Identifiable Information included.

The combination of Case Number, NOA/Form Number and Recipient Name point the County staff member to which correspondence generated the undeliverable or forwarding address return information from USPS. Error Description provides the information on what the problem is such as Invalid city and ZIP code.

When a county staff member resolves the address issue listed on the report, future correspondence will be corrected. However, the correspondence that caused the item to be on the report will still be returned with a return label applied by the USPS. Please refer to the subsection titled, "*Physical Returned Mail Piece Handling*" for information on processing the physical mail piece.

2: Receive Result Information - Task Option

For addresses determined to be undeliverable, a task is generated in the CalSAWS system. This task should appear within 24 hours of the completion of the Central Print processing on the Task Dashboard shown below.

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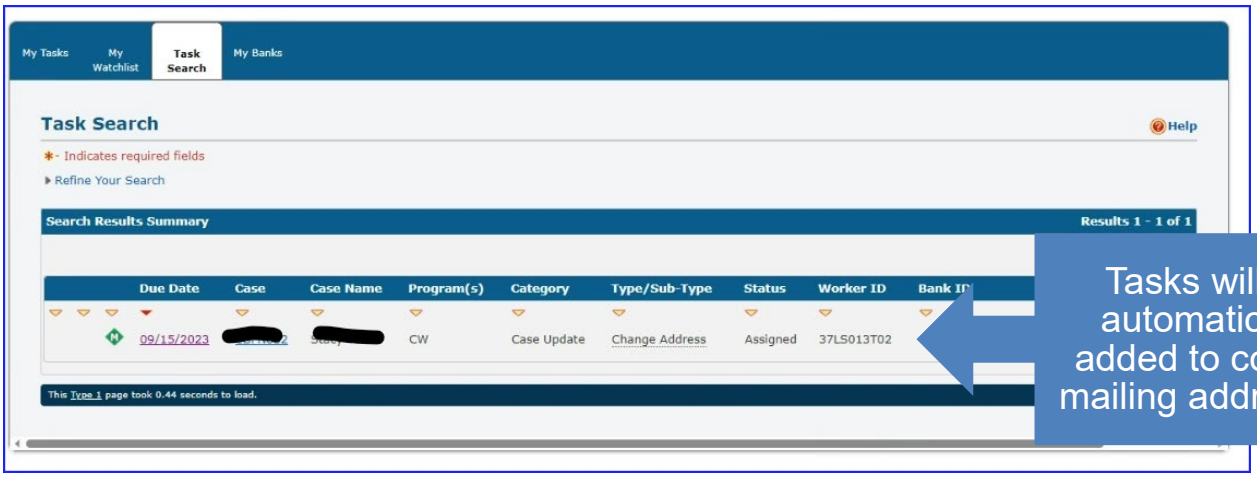
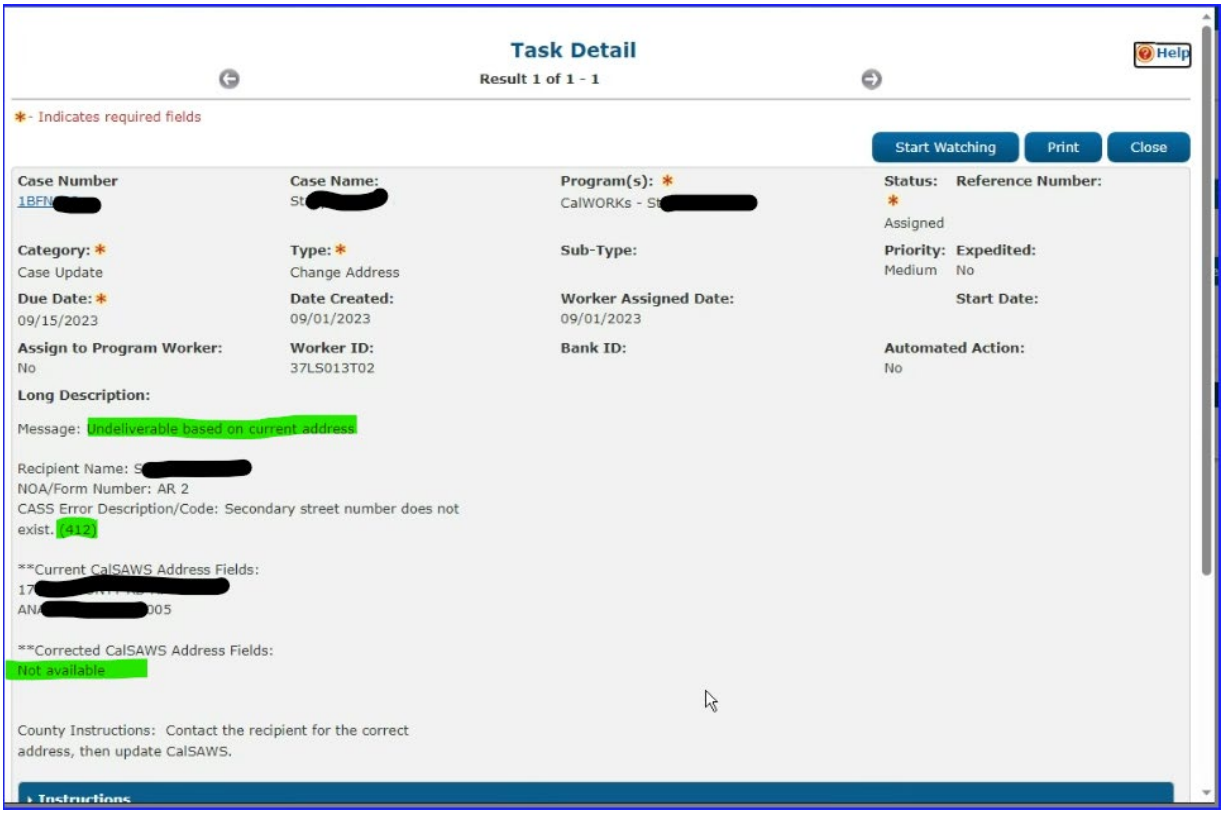


When the task is selected, the Task Detail window appears. An example of the Task Detail window where the task can be accessed is shown below.



The Long Description area of the Task Detail window contains the information that would have been available on the envelope. An example of the type of information that would be included in the Long Description on the Task Detail window is shown below.

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Message: Undeliverable based on current address

Recipient Name: John Doe
NOA/Form Number: CW 7
CASS Error Description/Code: Street name invalid (412)

**Current CalSAWS Address Fields:
950 W El Camino, Apt 401
San Diego, CA 94040

**Corrected CalSAWS Address Fields:
Not available

County Instructions: Contact the recipient for the correct address, then update CalSAWS.

Completion of the task by the county staff member should resolve the address issue on future correspondence, but the correspondence that caused the initiation of the task will still be returned with a return label applied by the USPS. Please refer to the subsection titled, "*Physical Returned Mail Piece Handling*" for information on processing the physical mail piece.

PHYSICAL RETURNED MAIL PIECE HANDLING

Completing the task or resolving the item on the report as noted in the previous subsection, corrects the mailing address for the future correspondence. The recently mailed physical mail piece will be returned by USPS, typically within 2 to 6 weeks following mailing. There are two options for the returned mail piece – return to the County return address or return to Central Print.

1: Returned Mail Piece - County Return Address Option

The County may receive return mail that was mailed by Central Print or mail pieces that were mailed by the County. Processing of return mail pieces that are mailed by the County should continue per the existing County process.

For correspondence that is mailed by Central Print, the majority of the envelopes can be securely destroyed upon receipt because the information on the envelope was provided through the Electronic Return Mail Notification service.

All outgoing CalSAWS correspondence use envelopes that have the following indicia printed on the upper right corner:

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Mail which includes this indicia in the upper right corner was mailed by Central Print and therefore has gone through the Electronic Return Mail Notification service for Counties that participate in Electronic Return Mail Notification.

Also, the envelope will include the endorsement of "Return Service Requested" below the indicia.

Envelopes without the indicia shown above, were not mailed by Central Print and the return mail should continue to be processed using existing County procedures.

Additionally, any envelope mailed by Central Print **without** a USPS return label (typically a yellow sticker) should also be processed using existing County procedures for return mail as it is possible that this mail piece was refused upon delivery rather than due to an address error or forwarding information.

2: Returned Mail Piece – Central Print Return Address Option

By using an envelope with Central Print's return mail address when mailing from Central Print, return mail will be routed back to Central Print for handling. **In this option, Central Print will only receive return mail that was mailed by Central Print.** Undeliverable correspondence that was mailed locally by the county staff will return to the county.

There are some return mail items that may still have to be returned to the County for processing because they were determined to be undeliverable at the time of delivery by the USPS. These include returned envelopes with the following USPS return reasons:

- "Attempted – Not Known" (Delivery attempted, addressee not known at place of address)
- "Deceased" – (Addressee is deceased and mail is not properly deliverable to another person)
- "Refused" (Addressee refused to accept mail)
- "Unclaimed" (Addressee abandoned or failed to call for mail)

When the returned mail reason is one of the above, the return mail piece will be imaged, then the physical mail piece will be securely shredded. The image will be transferred to the CalSAWS Imaging Repository. Using the CalSAWS Imaging API, the envelope image will follow the county's document routing rules for Returned Mail. A

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Journal entry will be automatically created indicating a return mail image was uploaded.

When the returned mail is not one of the above reasons, Central Print will securely destroy the mail piece.

One-Time Setup Charges

Setup charges are one-time charges to be invoiced upon completion of testing.

Description	Rate	Quantity	Cost
Setup Charge	$7,500	1	$7,500.00
Total Setup Cost			**$7,500.00**

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Ongoing Monthly Charges

Ongoing monthly charges are volume specific. The first item listed under "Required for All Options" is not optional and is required to use the Electronic Return Mail Notification service.

Receive Result Information

There are two options available for receiving the result of processing the address with USPS (Note that one or both of the options for "Receive Result Information" may be chosen:

- **1: Receive Result Information – Report Option** - A report containing an entry for each undeliverable mail piece is delivered in a secure electronic manner
- **2: Receive Result Information – Task Option** - A task for each undeliverable mail piece is created within CalSAWS

Choosing one of the options above related to receiving the result information provides the information that would be available from the return envelope in advance of receiving it.

Physical Return Mail Piece Handling

The mail piece will be returned. There are two options available for handling the physical returned mail piece as follows:

- **1: Returned Mail Piece - County Return Address Option** – Mail pieces sent locally or from Central Print will have the County address and will be processed by the County
- **2: Returned Mail Piece – Central Print Return Address Option** – Mail pieces sent locally from the County will have the County address and will be processed by the County; mail pieces sent by Central Print will have the Central Print address and will be processed by Central Print as described in this County Purchase document

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Unit prices for the required service and each of the options is shown on the table below.

Description	Unit Type	Unit Price
Required for All Options		
Address Record Processing	Each outgoing address	$0.009
1: Receive Result Information - Report Option		
Link to report emailed after each batch cycle		$0.00
2: Receive Result Information - Task Option		
Task created in CalSAWS for each undeliverable address and, if desired, each address with significant issue	Each month	$250.00
1: Returned Mail Piece - County Return Address Option		
Return to the County Return Address	Not applicable	$0.00
2: Returned Mail Piece – Central Print Return Address Option		
Return to Central Print Return Address	Each envelope returned from USPS	$0.155
Envelope Images Returned to the County	Each Envelope Image	$0.34

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Pricing Example

Ongoing monthly charges shown below are estimates based on the volume information available as of the date of submission of this County Purchase document. The table below presents an example only.

Monthly invoiced amounts will be based on the actual usage volume each month and are expected to vary from estimated shown in the table.

This example assumes that the following options are chosen and as such the County would receive both the report and the task and that Central Print will receive the return mail:

- **1: Receive Result Information – Report Option**
- **2: Receive Result Information – Task Option**
- **2: Returned Mail Piece – Central Print Return Address Option**

Description	Unit Price	Volume	Price
Required for All Options			
Address Record Processing	$0.009	3,200	$28.80
1: Receive Result Information - Report Option			
Link to report emailed after each batch cycle	$0	-	$0
2: Receive Result Information - Task Option			
Task created in CalSAWS for each undeliverable address and, if desired, each address with significant issue	$250.00	1	$250.00
1: Returned Mail Piece - County Return Address Option			
Return to the County Return Address	N/A	N/A	N/A
2: Returned Mail Piece – Central Print Return Address Option			
Return to Central Print Return Address	$0.155	160	$24.50
Envelope Images Returned to the County	$0.34	1	$0.34

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Assumptions:

1. Includes 1: Receive Result Information – Report Option and 2: Receive Result Information – Task Option and 2: Returned Mail Piece – Central Print Return Address Option

2. 20% increase in volume for budgetary purposes

Total Estimated Charges by State Fiscal Year

Total estimated charges by fiscal year are shown below. These are estimates based on the volume information available as of the date of submission of this County Purchase document. This estimate includes *1: Receive Result Information - Report Option* and *2: Receive Result Information - Task Option* and *2: Returned Mail Piece – Central Print Return Address Option*. Any other combination of options will result in changes to the estimate.

Description	SFY 2025/26 Total
Print Services One-Time Setup Charge	**$ 7,500**

Assumptions:

3. Includes one-time setup cost.

4. Includes 1: Receive Result Information – Report Option and 2: Receive Result Information – Task Option and 2: Returned Mail Piece – Central Print Return Address Option

5. 20% increase in volume for budgetary purposes

ASSUMPTIONS

The following assumptions apply to this County Purchase.

1. No more than 5% of mail pieces are not deliverable.
2. No more than 0.5% of returned mail pieces must be delivered back to County.
3. It is assumed that these ongoing Monthly Services Charges for Return Mail Services will be funded by the Consortium commencing July 1, 2025, pending the availability of funds. In the event that the Consortium is not able to provide funding for ongoing Return Mail Services Charges, the County will be responsible for funding such charges via a revision to this County Purchase.

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ATTACHMENTS

- None

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COUNTY SELECTIONS

The service options chosen by Mariposa County are shown on the following table.

	Description	Beginning Month	Ending Month
	Required for All Options		
√	Address Record Processing	July 2025	N/A
	1: Receive Result Information - Report Option		
√	Link to report emailed after each batch cycle	July 2025	N/A
	2: Receive Result Information - Task Option		
√	Task created in CalSAWS for each undeliverable address and, if desired, each address with significant issue	July 2025	N/A
	1: Returned Mail Piece - County Return Address Option		
	Return to the County Return Address	N/A	June 2025
	2: Returned Mail Piece – Central Print Return Address Option		
√	Return to Central Print Return Address	July 2025	N/A
√	Return Mail Envelope Images Returned to the County	July 2025	N/A

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COUNTY PURCHASE APPROVAL

Subject: **County Purchase – MRP-2025-01**

The subject document is accepted as allowing Gainwell Technologies to proceed with the subject County Purchase.

Mariposa County

By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address:

Mariposa County
PO Box 99,
Mariposa, CA 95338

Gainwell Technologies

By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address:

Gainwell Technologies
11971 Foundation Place, 3rd Floor
Gold River, CA 95670

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CalSAWS Consortium

By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address:

CalSAWS Consortium
11971 Foundation Place, 3rd Floor
Gold River, CA 95670

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-257

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with California Department of Health Care Services (DHCS) for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with California Department of Health Care Services (DHCS) for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services will provide or arrange for the provision of Specialty Mental Health Services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Midi-Cal (DMC) services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the last agreement on August 23, 2022 through Resolution #2022-516.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without this Agreement in place, Behavioral Health will be unable to serve Medi-Cal beneficiaries and claim Medi-Cal Federal reimbursement.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA DHCS - #25-50137 MHP 2025-2026 (revised)

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

SCO ID: 4260-2550137

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50137	

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Mariposa

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

$0 (Zero Dollars).

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	{SMHS and DMC-ODS only} Organization and Administration	9
Exhibit A, Attachment 2A	{SHMS only} Scope of Services	7
Exhibit A, Attachment 2B	[Reserved]	1
Exhibit A, Attachment 2C	[Reserved]	1
Exhibit A, Attachment 2D	[Reserved]	1
Exhibit A, Attachment 2E	[Reserved]	1
Exhibit A, Attachment 2F	[Reserved]	1
Exhibit A, Attachment 3	Financial Requirements	4
Exhibit A, Attachment 4	Management Information Systems	5
Exhibit A, Attachment 5	{SMHS and DMC-ODS only} Quality Improvement System	7
Exhibit A, Attachment 6	Utilization Management and Parity	4

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50137	

Exhibits	Title	Pages
Exhibit A, Attachment 7	{SMHS and DMC-ODS only} Access and Availability of Services	7
Exhibit A, Attachment 8	Provider Network, Contract Providers, and Timely Access	17
Exhibit A, Attachment 9	[Reserved]	1
Exhibit A, Attachment 10	Coordination and Continuity of Care	5
Exhibit A, Attachment 11	Information Requirements	15
Exhibit A, Attachment 12	Member Problem Resolution	17
Exhibit A, Attachment 13	Program Integrity	15
Exhibit A, Attachment 14	Reporting Requirements	6
Exhibit B	Budget Detail and Payment Provisions	6
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	40
Exhibit E	Additional Provisions	18
Exhibit E, Attachment 1	General Definitions	12
Exhibit E, Attachment 2	SMHS: Service Definitions	9
Exhibit E, Attachment 3	DMC and DMC-ODS: Service Definitions	5
Exhibit F	Business Associate Addendum (HIPAA)	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

SCO ID: 4260-2550137

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50137	

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 99	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	WIC § 14184.102(e); WIC § 14703.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

A. The Contractor shall comply with the provisions of the Contractor's Implementation Plan for the [SMHS program and/or the DMC-ODS program] as approved by the Department; provided, however, that the requirements of this Contract, applicable law, or Department guidance shall control to the extent there is any conflict between these authorities and the Contractor's Implementation Plan. The Contractor shall obtain written approval by the Department prior to making any changes to either Implementation Plan as approved by the Department.

B. If the Contractor is implementing DMC-ODS for the first time, or if Contractor will provide or arrange for the provision of covered benefits to new eligibility groups in either the SMHS program or DMC-ODS program, then the Contractor shall develop an Implementation Plan for the applicable program that is consistent with the readiness review requirements set forth in 42 C.F.R. part 438.66(d)(4), and, as applicable, state requirements such as Cal. Code Regs. (hereafter C.C.R.), tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1) & (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan.

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship, as described in subsection C, with individuals or entities listed below. The Contractor shall further require that its subcontractors and contracted providers abide by this requirement.

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

C. The Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity.

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

2) A subcontractor of the Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

D. The Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in Subsections A and B for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

E. The Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2))

F. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this Contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this Contract to subcontractors or contracted providers, if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this Contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Contract with the Department, notwithstanding any relationship(s) that the Contractor may have with any subcontractor or contracted provider. (42 C.F.R. § 438.230(b)(1).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

4. Subcontracts and Provider Contracts

A. This provision is a supplement to Section 5 (Subcontract Requirements) in Exhibit D which is attached hereto as part of this Contract.

1) Pursuant to Exhibit D, Section 5.c, the Department hereby, and until further notice, waives its right to prior review and approval of subcontracts or provider contracts, including existing subcontracts or provider contracts. The Department does not waive its right to review subcontracts or provider contracts for any other purpose outlined in this Contract.

B. No subcontract or provider contract terminates the legal responsibility of the Contractor to the Department to assure compliance with all terms and conditions of this Contract. (42 C.F.R. § 438.230(b).)

C. All subcontracts shall be in writing.

D. All provider contracts for inpatient and residential services shall require that contracted providers maintain necessary licensing, certification and mental health program approvals, as applicable.

E. Each subcontract and provider contract shall contain:

1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The subcontractor’s and contracted provider agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor’s obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's and contracted provider’s agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor or contracted provider from the Contractor.

5) The requirement that the subcontract or provider contract be governed by, and construed in accordance with, all laws and regulations and all contractual obligations of the Contractor under this Contract, including the federal and state requirements listed in Exhibit E, Section 6.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

6) Requirement that the subcontractor or contracted provider comply with all applicable Medicaid laws, regulations, sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract or provider contract.

8) Provisions for full and partial revocation of the subcontract or provider contract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor or contracted provider has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this Contract, including the nondiscrimination provisions at Exhibit E, Section 4.C, and any other provisions specifically identified in this Contract as applying to subcontractors or contracted providers.

10) A requirement that the subcontractor or contracted provider make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, U.S. Department of Health and Human Services (hereafter HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the Contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor or the contracted provider at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's or contracted provider's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)

11) A requirement that the subcontractor or contracted provider maintain books and records of its work pursuant to its subcontract or provider contract, in accordance with Exhibit E, Section 5.A.

12) A requirement that the Contractor monitor the subcontractor's or contracted provider's compliance with the provisions of the subcontract or provider contract and this Contract and a

requirement that the subcontractor or contracted provider provide a corrective action plan if deficiencies are identified, including as described in Exhibit A, Attachment 13, Section 9.

13) Subcontractor's or contracted provider's agreement to hold harmless both the State and members in the event the Contractor cannot or does not pay for services performed by the subcontractor or contracted provider pursuant to the subcontract or provider contract.

14) Subcontractor's or contracted provider's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract or provider contract.

15) Subcontractor's or contracted provider's agreement that assignment or delegation of the subcontract or provider contract shall be void unless prior written approval is obtained from the Contractor.

16) The requirement that any person to whom duties in the subcontract or provider contract are assigned or delegated shall comply with the requirements of this section 4.

F. The Contractor shall require that subcontractors and contracted providers under a contractual, referral, or other arrangement with the Contractor not bill members for covered services in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. § 1396u–2(b)(6)(C)).)

G. {DMC-ODS PHC Model only}

1) PHC is the Contractor's sole subcontractor under this Contract.

2) If Contractor's subcontract with PHC is terminated, the Contractor shall notify the Department within two business days. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

5. Accreditation Status

A. The Contractor is not required to obtain accreditation by a private independent accrediting entity. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict-of-interest safeguards described in:

1) 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).); and

2) The California Political Reform Act, including Public Contract Code section 10365.5 and Government Code section 1090.

B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; 2 C.C.R. § 18704; 42 C.F.R. § 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (2 C.C.R. § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, 2 C.C.R. § 18707(a); 42 C.F.R. § 438.3(f)(2).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Contract Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

E. Additional Requirements.

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

2) Conflicts of interest include, but are not limited to:

i. An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

ii. An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

3) If DHCS is or becomes aware of a known or suspected conflict of interest, DHCS will notify the Contractor of the known or suspected conflict and the Contractor will be given an opportunity to respond to or resolve the alleged conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification to provide DHCS with complete information regarding the suspected conflict. If a conflict of interest is determined to exist

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

7. Documentation Standards

A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department, including in BHIN 23-068 and any subsequent guidance.

B. In the event of a conflict between the terms of this Contract relating to documentation standards and a state or federal statute or regulation, or a BHIN issued by DHCS, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

8. Laboratory Testing Requirements

A. 42 C.F.R. part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). A laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

1) Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for provider-performed microscopy procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or

2) Is CLIA-exempt.

B. These rules do not apply to components or functions of:

1) Any facility or component of a facility that only performs testing for forensic purposes.

2) Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.

3) Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

C. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 C.F.R. section 493, except that the Secretary may modify the application of such requirements as appropriate.

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1. Criteria for Members to Access Specialty Mental Health Services

The Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below. The Contractor shall ensure that these access criteria are accurately reflected in its manuals and other materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services. (BHIN 21-073.)

A. Criteria for Adult Members to Access the SMHS Delivery System

For members 21 years of age or older, the Contractor shall provide covered SMHS for members who meet both of the following criteria, (1) and (2) below:

1) The member has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities; and/or

ii. ii. A reasonable probability of significant deterioration in an important area of life functioning,

AND

2) The member's condition as described in paragraph (1) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems; or

ii. A suspected mental disorder that has not yet been diagnosed.

(W&I Code § 14814.402, subd. (c).)

B. Criteria for Members under Age 21 to Access the SMHS Delivery System

For enrolled members under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code. Covered SMHS shall be provided to enrolled members who meet either of the following criteria:

1) The member has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma

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{SMHS only} SCOPE OF SERVICES

screening tool approved by the Department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness;

OR

2) The member meets both of the following requirements in i and ii below:

i. The member has at least one of the following:

a. A significant impairment;

b. A reasonable probability of significant deterioration in an important area of life functioning;

c. A reasonable probability of not progressing developmentally as appropriate; or

d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide,

AND

ii. The member's condition as described in subparagraph (A) is due to one of the following:

a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems;

b. A suspected mental health disorder that has not yet been diagnosed; or

c. Significant trauma placing the member at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

(W&I Code § 14184.402, subd. (d).)

2. Provision of Services

A. For each member who meets the SMHS access criteria, as defined above, the Contractor shall provide or arrange, and pay for, the SMHS listed below that are medically necessary (as defined in Exhibit E, Attachment

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1), and clinically appropriate to address that member's presenting condition, including services for a member who is under the age of 21 consistent with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements. Contractor is obligated to cover all mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services (NSMHS), as established in W&I Code section 14184.402(b), that are medically necessary EPSDT services for members under the age of 21 who meet SMHS access criteria. Covered services shall be provided in accordance with this Contract, the California Medicaid State Plan, the applicable statutes and regulations (including 9 C.C.R. §§ 1810.345, 1810.350 and 1810.405, and 42 C.F.R. § 438.210), and any relevant information notices issued by the Department. See Exhibit E, Attachment 2 for detailed definitions of the SMHS listed below:

1) Mental Health Services;

2) Medication Support Services;

3) Day Treatment Intensive;

4) Day Rehabilitation;

5) Crisis Intervention;

6) Crisis Stabilization;

7) Adult Residential Treatment Services;

8) Crisis Residential Treatment Services;

9) Psychiatric Health Facility Services;

10) Intensive Care Coordination (for members under the age of 21);

11) Intensive Home Based Services (for members under the age of 21);

12) Therapeutic Behavioral Services (for members under the age of 21);

13) Therapeutic Foster Care (for members under the age of 21);

14) Psychiatric Inpatient Hospital Services;

15) Targeted Case Management;

16) Peer Support Services (if the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 2B); and

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

17) For members under the age of 21, the Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code (W&I Code § 14184.402 (d)).

18) Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services") (W&I Code § 14132.57, BHIN 23-025).

B. Medi-Cal Managed Care Plan members receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency – for which members receive medical/surgical benefits, in compliance with 42 C.F.R. section 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient SMHS, as provided for in this Contract and as required pursuant to section 1396d(r) of title 42 of the United States Code. Prescription drug and emergency benefits are provided through other delivery systems.

3. Requirements for Emergency and Post-Stabilization Services

A. Emergency and post-stabilization services described in 42 C.F.R. section 438.114 provided in a hospital emergency department are not SMHS covered by Contractor. Emergency and post-stabilization services provided in a hospital emergency department for Medi-Cal members are covered by Medi-Cal Managed Care Plans or through fee-for-service. Medi-Cal Managed Care Plans cover and pay for medically necessary emergency and post stabilization services provided in a hospital emergency department including the following:

1) Emergency room professional services as described in 22 C.C.R. section 53855. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the member.

2) Facility charges claimed by emergency departments (All Plan Letter (APL) 22-005, BHIN 22-011) for emergency room visits;

3) Post-Stabilization services as defined in 42 C.F.R. section 438.114(a).

B. Contractor shall comply with BHIN 22-017, BHIN 22-011, and any subsequent Departmental guidance, pertaining to authorization requirements for inpatient psychiatric services and payment responsibilities for services provided to individuals experiencing a

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

psychiatric emergency medical condition, as defined in Health and Safety Code section 1317.1, in a hospital or psychiatric health facility inpatient setting.

4. Requirements for Day Treatment Intensive and Day Rehabilitation

A. The Contractor shall require contracted providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with BHIN 22-016 and any subsequent departmental notices.

B. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation meet the applicable requirements of 9 C.C.R. §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

C. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation programs include in the services provided one or more of the following service components: assessment, treatment planning, therapy, psychosocial rehabilitation. Both programs must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone.

D. Staffing Requirements. Staffing ratios shall be consistent with the requirements in 9 C.C.R. § 1840.350, for day treatment intensive, and 9 C.C.R. tit. 9 § 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

intensive or day rehabilitation activities are being performed exclusive of other activities.

E. The Contractor shall ensure that the contracted provider receives Medi-Cal reimbursement only if the member is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the member's need for the day rehabilitation or day treatment intensive program and takes appropriate action.

F. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 23-068.

G. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult member, or one contact per month with the legally responsible adult for a member who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult members may decline this service component. The contacts should focus on the role of the support person in supporting the member's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.

H. Written Program Description. The Contractor shall ensure that all contracted Day treatment intensive programs and day rehabilitation programs have a written program description. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review and approve or deny the written program description for compliance with this section. The Contractor shall not authorize a day treatment intensive or day rehabilitation provider to provide services until the Contractor approves the written program description.

I. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:

1) A half day shall be billed for each day in which the member receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

2) A full day shall be billed for each day in which the member receives face-to-face services in a program with services available more than four hours per day.

3) Although the member must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the member.

4) The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not include these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

5. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are SMHS covered as EPSDT. (9 C.C.R. § 1810.215.) TBS are intensive, one-to-one services designed to help members and their parents/caregivers manage specific behaviors using short-term measurable goals based on the member's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A – Attachment 2B
[RESERVED]

Exhibit A – Attachment 2C
[RESERVED]

Exhibit A – Attachment 2D
[RESERVED]

Exhibit A – Attachment 2E
[RESERVED]

Exhibit A – Attachment 2F
[RESERVED]

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1. {SMHS and DMC-ODS only} Provider Compensation

The Department shall ensure that no payment is made to a contracted provider other than by the Contractor for services covered under this Contract except when these payments are specifically required to be made by the Department in Title XIX of the Act or in 42 C.F.R. chapter IV. (42 C.F.R. § 438.60.)

2. Payments for American Indian and Alaska Native Health Care Providers (IHCPs)

A. Claims from IHCPs must be paid in accordance with the timeliness requirements in 42 C.F.R. sections 438.14(b)(2)(iii), 447.45, and 447.46 as applicable.

B. The Contractor shall pay IHCPs at rates consistent with the requirements of 42 C.F.R. section 438.14(b)(2) and (c) and the State Plan, and as set forth in Department guidance, including BHINs 22-020 (SMHS), 22-053 (DMC-ODS), and 23-027 (DMC), as applicable, and any subsequent information notices.

1) Department guidance specifies payment parameters for different types of IHCPs, including: Tribal 638 providers enrolled in Medi-Cal as Indian Health Services-Memorandum of Agreement (IHS/MOA) providers; Indian Health Service (IHS) facilities; Tribal federally qualified health centers (FQHCs); IHCPs that are enrolled as FQHCs, but not as Tribal FQHCs; and Urban Indian Organizations (UIOs).

2) These payment parameters apply to all covered services provided by IHCPs to the Contractor's members. The Contractor is not obligated to contract with IHCPs for services provided to non-AI/AN members, but if the Contractor chooses to contract with an IHCP for the care of non-AI/AN members, the payment provisions in this section apply to services for those non-AI/AN members.

C. <u>{SMHS and DMC-ODS only}</u> To initiate payment, Contractor shall require IHCPs to submit claims in accordance with Contractor's claiming requirements. The rate on the AI submitted claim shall reflect the rate the IHCP should be paid for the service in accordance with the authorities cited in Exhibit A, Attachment 3, Section 2.B. However, if the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the authorities cited in Exhibit A, Attachment 3, Section 2.B.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

3. {SMHS and DMC-ODS only} Prohibited Payments

A. Federal financial participation (FFP) is not available for any payment amount for services furnished by an excluded individual or entity, or at the direction of a physician during the period such physician is excluded when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)

B. In accordance with 42 U.S.C. § 1396b (i), the Contractor is prohibited from paying for an item or service:

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to §1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42.

2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or pursuant to section 1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42 and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

4) With respect to any services or activities furnished for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. [Reserved]

5. {SMHS and DMC-ODS only} Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

6. {SMHS and DMC-ODS only} Recovery of Overpayments

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, including requiring the network provider to provide written notification of the reason for the overpayment to the Contractor. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).) The Contractor shall annually report to the Department on their recoveries of overpayments. (42 C.F.R. §§ 438.604(a)(7) and 438.608(d).)

7. {SMHS and DMC-ODS only} Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a contracted provider (9 C.C.R. § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. sections 422.208 and 422.210.

2) Contractor shall not make payment, directly or indirectly, to a physician or physician group as an inducement to reduce or limit

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

medically necessary services furnished to a member. (42 C.F.R. § 422.208(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection for the physician or physician group and conduct annual member surveys. (42 C.F.R. § 422.208(c)(2).)

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid member upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. {SMHS and DMC-ODS only} Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); 9 C.C.R. § 1810.376). The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a)). The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of § 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1)).

B. The Contractor's health information system shall, at a minimum:

1) Collect data on member and provider characteristics as specified by the Department, and on services furnished to members as specified by the Department; (42 C.F.R. § 438.242(b)(2)).

2) Ensure that data received from providers is accurate and complete by:

i. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating; (42 C.F.R. § 438.242(b)(3)(i)).

ii. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii)).

iii. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii)).

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4)).

C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (9 C.C.R. § 1810.376(c)).

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department in connection with submitting claims, or otherwise at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2)). The Contractor shall ensure collection and maintenance of sufficient member encounter data to identify the provider who delivers service(s) to the member. (42 C.F.R. § 438.242(c)(1)). The Contractor shall submit all member encounter data that the Department is

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

required to report to CMS under 42 C.F.R. § 438.818. (42 C.F.R. § 438.242(c)(3)). The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4)).

3. {SMHS and DMC-ODS only} Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API, as discussed in Exhibit A, Attachment 11, Section 5, that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, 438.10, and 438.242).

4. MEDSLITE Access

The Contractor shall perform the following:

A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Contract. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Contract. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged with DHCS.

E. During the term of this Contract, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Exhibit F, Section 17.

F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Contract and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Contract.

5. ICD-10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), or current edition, as the clinical tool to make diagnostic determinations.

B. Once a DSM-5 diagnosis is determined for a mental health disorder and/or a substance-related and addictive disorder, the Contractor shall determine the corresponding diagnosis in the ICD-10-CM, or current edition.

C. The Contractor shall use the ICD-10-CM diagnosis code(s), or current edition, to submit a claim for covered services to receive reimbursement of FFP.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

6. HIPAA and Additional Data Standards

A. If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (HIPAA), Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

1) Service claims shall be submitted electronically in a HIPAA-compliant format (837P or 837I). All adjudicated claim information shall be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2) As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

B. Trading Partner Requirements

1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (a)).

2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (b)).

3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 C.F.R. § 162.915 (c)).

4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 C.F.R. § 162.915 (d)).

C. Concurrence for Test Modifications to HHS Transaction Standards

1) Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it shall participate in such test modifications.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

D. Adequate Testing

1) Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

E. Deficiencies

1) The Contractor agrees to cure transactions, errors, or deficiencies identified by DHCS, and transactions, errors, or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

F. Code Set Retention

1) Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

G. Data Transmission Log

1) Both DHCS and the Contractor shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Contract. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than 24 months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the covered services it furnishes to Medi-Cal members, including quality management. (42 C.F.R. § 438.330(a)(1).)

1) {Integrated Contracts (DMC-ODS counties)} The Contractor's QAPI Program shall address both SMHS and DMC-ODS services, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

2) {Integrated Contracts (DMC counties)} The Contractor's QAPI Program shall address SMHS, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs. The Contractor is encouraged, but not required, to implement an integrated QAPI Program that includes attention to all DMC services furnished outside the SMHS PIHP, in addition to the required QAPI activities described in this Attachment 5.

B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary. (42 C.F.R. § 438.330(e)(2); 9 C.C.R. § 1810.440(a)(6).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. (42 C.F.R. § 438.330(a)(2).)

1) The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330(b)(2), (c)(2).)

2) The monitoring of accessibility of services outlined in the Quality Improvement (QI) Work Plan will at a minimum include:

i. Timeliness of first initial contact to face-to-face appointment or synchronous video or audio-only interaction, consistent

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with BHIN 23-018 or any subsequent Departmental guidance.

ii. Frequency of follow-up appointments.

iii. Timeliness of services of the first dose of NTP services *(not applicable to SMHS)*.

iv. Access to after-hours care.

v. Responsiveness of the member access line.

vi. Strategies to reduce avoidable hospitalizations.

vii. Coordination of physical, mental health, and SUD services at the provider level.

viii. Assessment of the members' experiences.

ix. Telephone access line and services in the prevalent non-English languages.

3) With respect to the data elements required for External Quality Review (EQR), as described under Exhibit A, Attachment 5, Section 4, below, the Contractor's QI Committee (as defined below) shall review those data at a minimum on a quarterly basis since EQR site reviews will begin after county implementation.

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, member and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

G. The Contractor shall implement mechanisms to assess member/family satisfaction. The Contractor shall assess member/family satisfaction by:

1) Surveying member/family satisfaction with the Contractor's services at least annually;

2) Evaluating member grievances, appeals and State Hearings at least annually; and

3) Evaluating requests to change persons providing services at least annually.

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H. The Contractor shall inform providers of the results of member/family satisfaction activities described in paragraph G.

I. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

J. The Contractor shall implement mechanisms to address meaningful clinical issues affecting members system-wide.

K. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

L. The Contractor's QAPI Program shall include Performance Improvement Projects (PIPs) as specified in Exhibit A, Attachment 5, Section 5 below.

M. The Contractor shall ensure continuity and coordination of care with other managed care plans and medical providers. The Contractor shall coordinate with other human services agencies used by its members. The Contractor shall assess the effectiveness of any Memorandum of Understanding (MOU) with a managed care plan pursuant to Exhibit A, Attachment 10 Section 3 of this Contract.

2. Quality Improvement (QI) Work Plan

A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current Contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including:

i. Maintaining, and reviewing member grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records reviews as required by 9 C.C.R. section 1810.440(a)(5) and 42 C.F.R. section 438.416(a) and under this Contract; and

ii. Performance measurement data monitoring the accessibility of services, as specified above in Exhibit A, Attachment 5, Section 1.D.2;

2) Evidence that QI activities, including PIPs, have contributed to meaningful improvement in clinical care and member service;

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3) A description of completed and in-process QI activities, including PIPs. The description shall include:

   i. Monitoring efforts for previously identified issues, including tracking issues over time;

   ii. Objectives, scope, and planned QI activities for each year; and,

   iii. Targeted areas of improvement or change in service delivery or program design.

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area (including the requirements defined under Exhibit A, Attachment 8, Section 2.B);

5) Evidence of compliance with the requirements for cultural competence and language and format, as specified in Exhibit A, Attachment 7, Section 2, and Exhibit A, Attachment 11, Section 3;

6) {Standalone DMC-ODS Contracts Only} For SFY 2026-27, a description of how the Contractor will integrate its SMHS and DMC-ODS QI Work Plans beginning January 1, 2027, pursuant to Behavioral Health Administrative Integration.

B. The Contractor will submit its QI Work Plan to DHCS upon request, including in connection with any reporting under the Behavioral Health Services Act.

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its members.

B. The Contractor shall establish a QI Committee to review the quality of covered services provided to members. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including PIPs; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director. (9 C.C.R. § 1810.440(a)(1).)

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D. Operation of the QI program shall include substantial involvement by a mental health LPHA and/or an SUD LPHA, as applicable for the services covered under the Contract. (9 C.C.R. § 1810.440(a)(4).)

1) {Integrated Contracts (DMC counties)} The Contractor's QI program must include substantial involvement by a mental health LPHA. The Contractor is encouraged, but not required, to include substantial involvement by an SUD LPHA.

E. The Contractor's practitioners and providers, members who have accessed specialty mental health and/or SUD treatment services through the Contractor (as applicable for the covered services under this Contract), family members, legal representatives, or other persons similarly involved with members as described in 9 C.C.R. § 1810.440(a)(2)(A-C) shall be actively involved in the planning, design and execution of the QI Program.

F. QI activities shall include:

1) Collecting and analyzing data—including the data identified in Sections 1 and 2 of this Attachment—to measure against the goals or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

4) Obtaining input from providers, members and their family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions; and

7) Incorporating successful interventions into the Contractor's operations as appropriate.

4. External Quality Review

A. The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320).

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{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

EQR shall include the minimum requirements of 42 C.F.R. § 438.358(b) and may be expanded to include additional activities as determined by DHCS, including those identified in 42 C.F.R. § 438.358(c).

B. Among other data elements, the EQR protocol shall include review of (42 C.F.R. § 438.358):

1) Number of days to first service at appropriate level of care after referral.

2) Existence of a 24/7 telephone access line with prevalent non-English language(s).

3) Access to services with translation services in the prevalent non-English language(s).

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two PIPs per year, including any PIPs required by DHCS or CMS (42 C.F.R. § 438.330(a)). DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction; (42 C.F.R. § 438.330(d).)

2) Include measurement of performance using objective quality indicators; (42 C.F.R. § 438.330(d)(2)(i).)

3) Include implementation of interventions to achieve improvement in the access to and quality of care; (42 C.F.R. § 438.330(d)(2)(ii).)

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; (42 C.F.R. § 438.330(d)(2)(iii).) and,

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2)(iv).)

B. The Contractor shall report the status and results of each PIP to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

C. Each PIP shall be completed in a reasonable time period so as to generally allow information on the success of PIPs in the aggregate to produce new information on quality of care annually.(42 C.F.R. § 438.330(d)(3).)

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{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and 9 C.C.R. § 1810.326)

B. Such guidelines shall meet the following requirements (42 C.F.R. § 438.236(b):

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the members;

3) They are adopted in consultation with network providers; and

4) They are reviewed and updated periodically as appropriate.

C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to members and potential members. (42 C.F.R. § 438.236(c).)

D. The Contractor shall take steps to assure that decisions for utilization management, member education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1. {SMHS and DMC-ODS only} Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that members have appropriate access to covered services as required in this Contract.

B. The Utilization Management Program shall evaluate:

1) that services are medically necessary in accordance with the definition of "medical necessity" in Exhibit E, Attachment 1;

2) the appropriateness and efficiency of services provided to Medi-Cal members prospectively or retrospectively;

3) {DMC-ODS only} that the ASAM Criteria shall be used to determine placement into the appropriate level of care for SUD services; and

4) that the interventions are appropriate for the diagnosis and level of care.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to covered services and for the purpose of utilization control, provided that:

1) The services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(ii)(A).)

2) The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered service solely because of diagnosis, type of illness, or condition of the member. (42 C.F.R. Section 438.210(a)(3)(ii)) The Contractor may deny services based on W&I Code §§ 14184.402, subdivisions (a), (c), and (d); 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(4)(i).)

3) The Contractor shall not avoid costs for services covered under this Contract by referring members to other publicly supported health care resources.

4) The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the member's ongoing need for such services and supports.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

E. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care, including tracking:

1) The number of days to first covered service at an appropriate level of care following initial request or referral for all covered services;

2) Whether a member was delayed access to care due to an insufficient number of providers able to provide services and, how long such a member was delayed access to care; and

3) The number, percentage of denied, and timeliness of requests for authorization for all covered services that are submitted, processed, approved, and denied.

2. {SMHS and DMC-ODS only} Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with this Contract, as well as BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in covered benefits subsequent to the effective date of this Contract, and any applicable state and federal regulations. (42 C.F.R. §§ 438.210, 438.910(d).) The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).) The Contractor shall define service authorization request in a manner that at least includes a member's request for the provision of a service. (42 C.F.R. § 431.201.)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the member's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the member written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)). The member's notice shall meet the requirements in Exhibit A Attachment 12, Section 1, and any applicable state and federal law.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

B. {SMHS only} Additional Service Authorization Requirements

1) Except as provided below, the Contractor shall comply with the authorization requirements and timeframes in BHINs 22-016 and 22-017 and any subsequent Departmental notices issued to address parity in mental health and SUD benefits, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

2) For outpatient SMHS that are subject to prior authorization, the following timelines apply, notwithstanding BHIN 22-016:

i. The Contractor shall make a decision regarding a provider's request for prior authorization as expeditiously as the member's mental health condition requires, not to exceed five business days from Contractor's receipt of the information reasonably necessary and requested by the Contractor to make the determination, not to exceed the time limits below. This timeframe may not be extended.

a. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

b. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

ii. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. This timeframe may not be extended. (42 C.F.R. § 438.210(d)(2))

3) Among other requirements, the Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (BHIN 22-017; See 9 C.C.R. § 1820.200(d)).

4) [Reserved]

C. {DMC-ODS only} Additional Service Authorization Requirements:

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1) The Contractor shall provide prior authorization for residential and inpatient services within 24 hours of the prior authorization request being submitted by the provider. (BHIN 24-001.)

2) Prior authorization is prohibited for non-residential, non-inpatient DMC-ODS services. (BHIN 24-001.)

3. Parity in Mental Health and SUD Benefits

A. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.910(b), 438.920(a); BHIN 22-070.)

B. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.905(a), (b).)

C. The Contractor shall not impose non-quantitative treatment limitations for covered services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

D. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such documentation shall be subject to DHCS approval pursuant to paragraph C of this section.

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

1. Member Eligibility & Enrollment

A. Medi-Cal members in Contractor's county are automatically enrolled with Contractor for purposes of covered services. (1915(b) waiver, § A, part I, para. C, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for covered services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD services, as applicable. (9 C.C.R. § 1810.228.)

1) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

2) The Contractor or its contracted provider shall verify the Medicaid eligibility determination of an individual. When the contracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services.

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD treatment services. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS or SUD treatment services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of any of these protected traits. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

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{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan, which shall be submitted to and approved by the Department in accordance with applicable Department guidance.

1) {Integrated Contracts (DMC-ODS and DMC counties)} Members with Co-Occurring Behavioral Health Needs

i. {Integrated Contracts (DMC-ODS counties)} The Contractor shall develop a single Cultural Competence Plan that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

ii. {Integrated Contracts (DMC counties)} The Contractor's Cultural Competence Plan shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

a. The Contractor is encouraged, but not required, to develop an integrated Cultural Competence Plan that addresses individuals with SUD needs to the same extent as individuals with SMHS needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

2) The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (9 C.C.R. § 1810.410, subds. (c)-(d).)

3) The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to 9 C.C.R. section 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

C. The Contractor shall ensure that its contracted providers are responsible to provide culturally competent services.

1) Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the

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organizational structure, as well as being upheld in day-to-day operations.

2) To ensure equal access to quality care by diverse populations, each contracted provider receiving funds under this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 C.F.R. section 438.206(c)(2).

3. Out-of-Network Services

A. If the Contractor's provider network is unable to provide medically necessary covered services to a particular member within the time, distance, and timely access standards under this Contract, the Contractor shall allow the member to access the services and adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them and in accordance with state and federal law, this Contract, and Department information notices, including BHIN 21-008, and any subsequent notices. (42 C.F.R. § 438.206(b)(4).)

1) {SMHS only} The Contractor shall comply with the requirements of 9 CCR section 1830.220 regarding providing members access to out-of-network providers when a provider is available in Contractor's network.

2) {DMC-ODS only} Additional requirement for DMC-ODS residential services. The requirements in paragraph A apply with respect to each ASAM level of care that is covered by Contractor and medically necessary for a given member.

B. In cases where an out-of-network provider is not available within the time and distance standards (BHIN 24-020; BHIN 22-031; BHIN 21-008):

1) Contractor shall arrange for telehealth with an out-of-network provider consistent with BHIN 23-018, or shall coordinate transportation to an in-person visit if telehealth is clinically inappropriate or if the member requests an in-person visit. Contractor shall coordinate transportation with member's Managed Care Plan (MCP) or, for members not enrolled with an MCP, with DHCS by contacting DHCSNMT@dhcs.ca.gov.

2) Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.

C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must

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ensure that the cost to the member for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with9 C.C.R. section 1810.365. (42 C.F.R. § 438.206(b)(5).)

D. [Reserved]

E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with parity requirements in 42 C.F.R. section 438.910(d)(3), including as described in Exhibit A, Attachment 6, Section 3.

4. {SMHS only} Foster Children Placed Out-of-County

The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in accordance with W&I Code sections 14717.1 and 14717.2 and pursuant to Department information notices. The Contractor shall follow Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 24-025, and any subsequent guidance or standardized templates that the Contractor may use or adapt to the Contractor's needs.

5. {SMHS only} Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)

B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting

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treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)

C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract.

D. The Contractor shall comply with timelines specified in 9 C.C.R. § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. American Indian and Alaska Native (AI/AN) Members

A. Choice of provider. The Contractor shall permit AI/AN members to obtain covered services from certified IHCPs, including out-of-network IHCPs. (42 C.F.R. § 438.14(b)(4); BHINs 22-020 (SMHS) and 22-053 (DMC-ODS).)

1) The Contractor shall permit an out-of-network IHCP to refer an Indian member to a network provider. (42 C.F.R. § 438.14(b)(6).)

2) The Contractor is not obligated to pay for services provided to non-AI/AN members by out-of-network IHCPs.

B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the Contract from such providers for AI/AN members who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county, in accordance with the Department's latest guidance on network adequacy certifications. (BHINs 22-020 and 22-053.)

7. Choice of Provider

The Contractor shall provide each member a choice of the person providing services to the extent possible and appropriate. (42 C.F.R. § 438.3(l); Cal. Code Regs., tit. 9, § 1830.225).

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8. 24/7 Access Line

A. 24/7 Access Line Services

1) {Integrated Contracts (DMC-ODS or DMC)} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to SMHS and/or SUD services. The Contractor must maintain and publicize a single telephone number that supports access to both SMHS and DMC-ODS services.

2) {Standalone SMHS or DMC-ODS} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to covered services.

B. The Contractor shall publish information about the access line on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.

C. The Contractor's access line shall provide oral and audio-logical (TTY/TDY) translations in the member's primary language.

D. The access line shall provide 24/7 referrals to services for urgent conditions and medical emergencies.

9. Second Opinions

A. The Contractor shall provide second opinions from a network provider, or arrange for the member to obtain a second opinion outside the network, at no cost to the member. (42 C.F.R § 438.206(b)(3).)

B. At the request of a member, when the Contractor or its network provider has determined that the member is not entitled to SMHS due to not meeting the criteria for access to SMHS, the Contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse).

10. Minor Consent

A. Minors who are 12 years of age or older do not need parent, legal guardian, or Authorized Representative consent to access medical care and counseling relating to the diagnosis and treatment of a drug- or alcohol-related problem, with the exception of replacement narcotic therapy, pursuant to Family Code section 6929.

B. A minor who is 16 years of age or older does not need parent, legal guardian, or Authorized Representative consent to receive medications for opioid use disorder from a licensed narcotic treatment program as

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{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

replacement narcotic therapy pursuant to Family Code section 6929, only if, and to the extent that, it is permitted by federal law.

C. A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services, subject to the parameters in Family Code section 6924 and BHIN 24-046.

D. Contractor must ensure access to the minor consent services described above without requiring prior authorization, from any contracted provider if the member is otherwise eligible to receive such services and the provider is otherwise eligible and certified to provide them.

E. Contractor must ensure members are informed of the availability of these services, including informing the minor whether or not they may consent on their own behalf.

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PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1. {SMHS and/or DMC-ODS only} Provider Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. § 438.608(b).) This provision does not require the network provider to render services to Medi-Cal Fee-for-Service members.

B. {SMHS only} The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected members. (42 C.F.R. § 438.602(b)(2).)

C. {DMC-ODS only} The Contractor shall contract only with providers that, prior to the furnishing of services under this Contract, have enrolled with, or revalidated their current enrollment with, DHCS as a DMC-certified provider under applicable federal and state regulations.

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its members. This includes monitoring the number, type, and geographic distribution of mental health and SUD services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number (as described in Exhibit A, Attachment 7, Section 8), timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

1) Subject to DHCS provider enrollment and certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services. Such services shall not be limited due to budgetary constraints.

2) When a member makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness in accordance with the timely access standards defined below in Section 4. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

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C. {SMHS and DMC-ODS only} The Contractor shall ensure that in planning for the provision of covered services, the following barriers to services are considered and addressed:

1) Lack of educational materials or other resources for the provision of services.

2) Geographic isolation and transportation needs of persons seeking services or remoteness of services.

3) Institutional, cultural, and/or ethnicity barriers.

4) Language differences.

5) Lack of service advocates.

6) Failure to survey or otherwise identify the barriers to service accessibility.

7) Needs of persons with a disability.

3. {SMHS and DMC-ODS only} Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to members in a timely manner and without utilizing waitlists. (42 C.F.R. § 438.206(a)).

B. The Contractor shall maintain and monitor a network of appropriate providers that is supported by written agreements and that is sufficient to provide adequate access to all services covered under this Contract for all members, including those with limited English proficiency or physical or mental disabilities. (42 C.F.R. § 438.206(b)(1).) In establishing and monitoring the network, the Contractor shall document the following:

1) The anticipated number of Medi-Cal eligible members.

2) The expected utilization of services, taking into account the characteristics of mental health and SUD treatment needs of members.

3) The expected number and types of providers in terms of training and experience needed to meet expected utilization.

4) The number of network providers who are not accepting new members.

5) The geographic location of providers and their accessibility to members, considering distance, travel time, means of

transportation ordinarily used by Medi-Cal members, and physical access for disabled members.

C. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

D. The Contractor shall adhere to, in all geographic areas within the county, the network adequacy standards for adult and pediatric mental health and SUD providers developed by the Department to implement 42 C.F.R. sections 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in state law (including W&I Code § 14197) and the Department's current guidance regarding network adequacy certifications. (42 C.F.R. § 438.68(a), (b)(1)(iii) and (b)(3), 438.206(a); W&I Code § 14197.)

E. If Contractor cannot meet the time or distance standards in W&I Code section 14197, subdivisions (b) or (c), Contractor shall submit to the Department a request for Alternate Access Standards. (W&I Code § 14197, subd. (f)(3).) The Department will evaluate requests and grant appropriate exceptions as specified in the Department's current guidance regarding network adequacy certifications. (42 C.F.R. §§ 438.68(a) &(d), 438.206(a); W&I Code § 14197(f).)

4. Timely Access

A. {SMHS and DMC-ODS only} In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:

1) Meet, and require network providers to meet, the standards for timely access to care and services, without utilizing waitlists and taking into account the urgency of need for services, pursuant to W&I Code section 14197, subdivision (d), and as specified in the Department's current guidance regarding timely access, BHIN 24-020, or any successor guidance.

2) Require network providers to have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the provider offers services to non-Medi-Cal members. If the provider only serves Medi-Cal members, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another county behavioral health program delivery system.

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3) Make services available to members 24 hours a day, 7 days a week, when medically necessary.

4) Establish mechanisms to ensure that network providers comply with the timely access requirements;

5) Monitor network providers regularly to determine compliance with timely access requirements;

6) Take corrective action if a network provider fails to comply with timely access requirements.

B. {DMC only} Timely Access. The Contractor shall establish, comply with, and report on Timely Access Standards, Alternative Access Standards (AAS), and Telehealth Services in accordance with requirements set forth in BHIN 22-070, and any subsequently issued BHINs that supersede BHIN 22-070.

C. The applicable waiting time for a particular appointment may be extended at the member's request if the following conditions are met:

1) The member's medical record notes that waiting will not have a detrimental impact on the member's health, as determined by the referring or treating licensed health care provider, or by the health professional providing triage or screening services, who is acting within the scope of their practice consistent with professionally recognized standards of practice;

2) The provider's decision to extend the applicable waiting time is noted in the member's medical record and made available to DHCS upon request; and

3) Contractor ensures that the member receives notice of the provider's decision to extend the applicable waiting time with an explanation of the member's right to file a grievance disputing the extension. (W&I Code § 14197, subd. (d)(1)(A); Health & Safety Code § 1367.03, subd. (a)(5)(H); 28 C.C.R. § 1300.67.2.2(c)(5)(H); BHIN 22-073.)

D. Contractor must ensure that its contracted providers and subcontractors participate in all timely access survey(s) and network adequacy activities conducted by DHCS or its contractors. Contractor must include language to this effect in any new or amended network provider or subcontractor agreements executed after the effective date of this Contract.

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5. {SMHS and DMC-ODS only} Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected utilization in its service area in accordance with BHIN 24-020, and subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)

B. The Contractor shall submit documentation to the Department, as specified in BHIN 24-020 and any subsequent guidance issued by the Department, to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of covered services that are adequate for the anticipated number of members for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at the times specified in BHIN 24-020 and any subsequent guidance issued by the Department, but no less frequently than the following (42 C.F.R. § 438.207(c)):

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:

~~i.~~ Changes in services;

ii. Changes in benefits;

iii. Changes in geographic service area;

iv. Changes in the composition of or payments to the Contractor's provider network; or

v. Enrollment of a new population in the Contractor's county.

D. The Contractor is required to notify DHCS by email of one of the above-listed changes at MHSDFinalRule@dhcs.ca.gov.The Contractor shall include details regarding the change and the Contractor's plans to ensure members continue to have access to adequate services and providers.

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E. 274 Provider Network Data Reporting

1) The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis between the 1st and 10th of each month. (42 C.F.R. § 438.207(a))

2) The Contractor shall complete data submissions pursuant to DHCS BHIN 24-020 and BHIN 22-032 and any subsequent guidance issued by the Department.

6. [Reserved]

7. {SMHS and DMC-ODS only} Provider Selection

A. The Contractor shall have and implement written policies and procedures for selection and retention of network providers to provide covered services that at a minimum meet the requirements of 42 C.F.R. section 438.214. These policies and procedures shall apply equally to all providers regardless of public, private, for-profit or non-profit status.

1) The Contractor shall select the qualified providers to establish its provider networks, except as otherwise provided in this Contract (e.g., IHCPs as described in Exhibit A, Attachment 7, Section 6).

B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

C. In all contracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy, including the policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

F. The Contractor shall give providers that apply to be network providers and with whom the Contractor decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

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G. This section, may not be construed to:

1) Require the Contractor to contract with providers beyond the number necessary to meet the needs of its members;

2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members. (42 C.F.R. § 438.12(b).)

H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by this Contract. (42 C.F.R. § 438.206(b)(6).)

I. The Contractor shall only use licensed, registered, certified, or waivered providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver. This includes

1) Individuals with a Mental Health Professional Licensure Waiver in accordance with BHIN 24-033 or any subsequent departmental guidance; and

2) Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

i. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate’s BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

ii. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS

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application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

J. {SMHS only} The Contractor shall establish individual, group and organizational provider selection criteria for network providers as provided for in 9 C.C.R. section 1810.435(a).

K. {DMC-ODS only} Additional requirements applicable to providers that furnish DMC-ODS services:

1) The Contractor may contract only with DMC-certified providers to provide DMC-ODS services. DMC-certified providers that do not receive a contract with Contractor to provide DMC-ODS services cannot receive a direct contract with the State to provide DMC-ODS services to residents of DMC-ODS Counties.

2) The Contractor shall only select providers that have an SUD Medical Director who, prior to the delivery of services under this Contract, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 C.F.R. section 455.450(a) as a “limited” categorical risk within a year prior to serving as a Medical Director under this Contract, and has signed a Medicaid provider agreement with DHCS as required by 42 C.F.R. section 431.107.

3) [Reserved]

4) Medication Assisted Treatment (MAT): DMC-ODS network providers, at all levels of care, shall demonstrate that they comply with BHIN 23-054 and any subsequent guidance issued by the Department regarding the provision of, or referrals for, MAT, as well as the maintenance of a DHCS-approved MAT policy. The Contractor shall monitor the referral process or provision of MAT services.

5) Evidence Based Practices (EBPs): The Contractor shall ensure that providers implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider, per service modality. The Contractor shall ensure the providers have implemented EBPs and are delivering the practices to fidelity. The State shall monitor the implementation of EBPs during reviews. The EBPs include:

i. Motivational Interviewing: A member-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach

frequently includes other problem solving or solution-focused strategies that build on members' past successes.

ii. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

iii. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use disorder treatment.

iv. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

v. Psycho-Education: Psycho-educational groups are designed to educate members about substance misuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to members' lives, to instill self- awareness, suggest options for growth and change, identify community resources that can assist members in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

8. {SMHS only} SMHS Provider Certification

A. The Contractor shall comply with 9 C.C.R. section 1810.435, in the selection of providers.

B. [Reserved]

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

D. The Contractor shall certify, or use another SMHS program's certification documents to certify, the organizational providers that contract with the Contractor to provide covered services in accordance with 9 C.C.R. section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the Contract, and once

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every three years after that date. The on-site review required by 9 C.C.R. section 1810.435, subdivision (d), as a part of the certification process, shall be performed at any site owned, leased, or operated by the provider and/or used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

E. The Contractor may allow an organizational provider to begin delivering covered services to members at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to members at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to members at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. On-site reviews. The Contractor is responsible for conducting on-site reviews for their network providers, except that the Department shall conduct on-site reviews for all county-owned and operated providers. The on-site review shall verify that:

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of members and staff.

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5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Exhibit A, Attachment 10; Exhibit E, Section 4; Exhibit D, Section 7; and applicable state and federal standards.

7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to members, as described in 9 C.C.R. sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head or chief of service, as defined 9 C.C.R. sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

    i. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

    ii. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

    iii. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

    iv. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

    v. Drugs are not retained after the expiration date.

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vi. Intramuscular multi-dose vials are dated and initialed when opened.

vii. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

viii. Policies and procedures are in place for dispensing, administering and storing medications.

H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Exhibit A, Attachment 2A, Section 4.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Exhibit A, Attachment 2A, Section 4.

J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code sections 1204 and 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

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4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. [Reserved]

N. Contractor may accept the certification of an SMHS provider by another SMHS program, or by the Department, in order to meet the Contractor's obligations under this section. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another SMHS program, Contractor shall remain ultimately responsible for adequate performance of all duties and obligations under this Contract.

9. {DMC and DMC-ODS only} DMC Provider Certification and Monitoring

A. DHCS shall certify eligible providers to participate in the DMC program.

B. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at any site.

C. Perinatal Services. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in:

1) {DMC-ODS only} Exhibit A, Attachment 2C, Section 22.

2) {DMC only} 22 C.C.R. section 51341.1 related to services for pregnant and postpartum women.

D. Contracted Providers

1) {DMC-ODS only} The Contractor shall require all the contracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's provider contracts shall require that providers comply with all applicable regulations and guidelines, including:

i. 21 C.F.R.§ 1300.01, et seq., 42, C.F.R., § 8.1 et seq.

ii. 22 C.C.R. § 51490(a).

iii. Exhibit A, Attachment 2C, Section 22.

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iv. 9 C.C.R. § 10000, et seq.

v. 22 C.C.R. § 51000 et. seq.

vi. W&I Code § 14184.100 et seq.

2) {DMC only} The Contractor shall only use licensed, certified, registered, or waived providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver.. This includes

i. Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

a. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

b. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

E. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

F. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification

application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

G. {DMC-ODS only} The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.

1) A provider's certification to participate in the DMC program shall automatically terminate if the provider, or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

H. Continued Certification

1) All DMC-certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

2) DHCS may conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

I. {DMC only} Credentialing and Re-credentialing. The Contractor shall establish and comply with provider credentialing, re-credentialing, and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

10. {SMHS and DMC-ODS only} Provider Disclosures.

A. The Contractor shall comply with the provisions of 42 C.F.R. sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

11. Termination of a Provider Contract

A. The Contractor shall notify the Department of the termination of any contract with a contracted provider, and the basis for termination, within two business days.

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B. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

C. {SMHS and DMC-ODS only} The Contractor shall make a good faith effort to give written notice of the termination to each member who was seen on a regular basis by the terminated provider, as described in Exhibit A, Attachment 11, Section 2.B.

12. {SMHS and DMC-ODS only} Provider Member Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Supplement 3 to Attachment 3.1-A, page 2i of the State Plan, or an LPHA, as defined in Exhibit E, Attachment 1, who is acting within the lawful scope of practice, from advising or advocating on behalf of a member for whom the provider is providing mental health and/or SUD services for any of the following:

1) The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the member needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

4) The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

13. {SMHS and DMC-ODS only} Provider Notifications

A. The Contractor shall inform contracted providers, at the time they enter into a contract, about:

1) Member grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 - 438.424.

2) The member's right to file grievances and appeals, orally or in writing, and the requirements and timeframes for filing.

3) The availability of assistance to the member with filing grievances and appeals.

4) The member's right to give written consent to allow a provider, acting on behalf of the member, to file a grievance or appeal.

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PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

5) The member's right to request a State Hearing after the Contractor has made a determination on a member's appeal, which is adverse to the member.

6) The member's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes.

7) Any state-determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

Exhibit A – Attachment 9
[RESERVED]

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. {SMHS and DMC-ODS only} Coordination of Care

A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its members. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

1) Ensure that each member has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member. The member shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).) Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

2) Coordinate the services the Contractor furnishes to the member between settings of care and levels of treatment, including appropriate discharge planning for short term and long-term hospital and institutional stays. (42 C.F.R. § 438.208(b)(2)(i).)

i. Coordinate the services the Contractor furnishes to the member with the services the member receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its members to foster a member-centered and whole-person approach to wellness. (42 C.F.R. § 438.208(b)(2)(ii)-(iv), 9 C.C.R. § 1810.415.)

ii. Regarding discharge planning, coordinate with SMHS and SUD providers to support transitions between levels of care and to recovery resources, as well as appropriate referrals to providers of SMHS, SUD, primary care, or specialty medical services.

iii. Coordinate with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3) The Contractor shall share with the Department or other managed care entities serving the member the results of any identification

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

and assessment of that member's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

4) Ensure that each contracted provider maintains and shares, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

5) Ensure that, in the course of coordinating care, each member's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. part 160 and 164, subparts A and E, and 42 C.F.R. Part 2, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

6) {DMC-ODS only} For members receiving SUD services, ensure that care coordination services are provided by an AOD Counselor, Clinical Trainee, LPHA, or Medical Assistant.

2. Screening and Assessment Period

A. Consistent with the No Wrong Door policies set forth in W&I Code § 14184.402, BHIN 22-011, BHIN 22-065, and any related Department guidance, the Contractor must cover the assessment and any SMHS and/or SUD services provided during the assessment period for any member seeking care.

B. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized mental health screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h).

3. Coordination with Managed Care Plans

A. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's members. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The Contractor shall monitor the effectiveness of its MOU with Medi-Cal managed care plans.

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COORDINATION AND CONTINUITY OF CARE

B. {SMHS only} Additional requirements:

1) If a member eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.

2) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan that enrolls members receiving SMHS from Contractor to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

3) If a member is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance, as required when members who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a member is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance as required when members who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a member who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

4) The Contractor must develop and implement written policies and procedures to ensure that members meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that members meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools

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COORDINATION AND CONTINUITY OF CARE

specific for children and youth) are referred by the Managed Care Plan to the Contractor.

5) The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 23-056 and any subsequently issued BHINs that supersede BHIN 23-056. (9 C.C.R. § 1810.370.)

C. {DMC-ODS only} Additional requirements:

1) {All DMC-ODS programs except the DMC-ODS PHC Model} The Contractor must enter in an MOU with any Medi-Cal Managed Care Plan that enrolls members served by the DMC-ODS. The MOU requirements shall comply with BHIN 23-057 and any subsequently issued BHINs that supersede BHIN 23-057. In addition to any MOU requirements established in Department Information Notices or any other guidance, at a minimum the following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:

i. Comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 Screening Brief Intervention, and Referral to Treatment services.

ii. Member engagement and participation in an integrated care program as needed.

iii. Shared development of care plans by the member, caregivers, and all providers where applicable.

iv. Collaborative care planning with managed care where applicable.

v. Delineation of case management responsibilities.

vi. A process for resolving disputes between the Contractor and the Medi-Cal managed care plan that includes a means for members to receive medically necessary services while the dispute is being resolved.

vii. Availability of clinical consultation, including consultation on medications.

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COORDINATION AND CONTINUITY OF CARE

viii. Care coordination and effective communication among providers including procedures for exchanges of medical information.

ix. Navigation support for patients and caregivers.

x. Facilitation and tracking of referrals.

2) {DMC-ODS PHC Model only} The Contractor shall require the subcontractor to include in its contracts with all network providers the elements listed above under paragraph 1. These elements should be implemented at the point of care to ensure clinical integration.

D. {DMC only} Additional Requirements: The MOU shall comply with BHIN 24-016 and any subsequently issued BHINs that supersede BHIN 24-016.

4. {SMHS and DMC-ODS only} Transition of Care

A. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, MHSUD IN 18-059 (for SMHS), BHIN 23-001 (for DMC-ODS), and any BHINs issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this Contract (42 C.F.R. § 438.62(b)(1)-(2).) At a minimum, the Contractor shall provide the transition of care policy to members and potential members in the member handbook and member notices. (See Exhibit A, Attachment 11 Section 1.E.)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

1. {SMHS and DMC-ODS only} Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to members and potential members. (42 C.F.R. § 438.10(c)(1)). The Contractor shall provide all written materials for members and potential members in easily understood language and format, using a font size no smaller than 12-point. (42 C.F.R. § 438.10(d)(6)(i)-(ii)). Contractor shall make written materials available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that take into consideration the special needs of members and potential members with disabilities or limited English proficiency (42 C.F.R. § 438.10(d)(6)(iii)). The Contractor shall inform members that information is available in alternative formats and how to access those formats in compliance with 42 C.F.R. § 438.10(d)(3).

B. The Contractor shall provide the required information in this section to each member when first receiving covered services and upon request. (CalAIM 1915(b) Waiver, § A, Part IV, Subsection B, Part 1 at p.78; 9 C.C.R. § 1810.360(e)).

C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.

D. In the information provided to members, the Contractor shall use the Department developed definitions for key managed care terminology as set forth in this Contract (including Exhibit E) and the Department's template member handbook, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network and out-of-network provider, physician services, plan, prior authorization, prescription drugs, primary care provider, provider, rehabilitation services, prescription drugs, and urgent care (42 C.F.R. § 438.10(c)(4)(i)).

E. The Contractor shall use Department developed model member handbooks and member notices that describe the transition of care policies for members. (42 C.F.R. §§ 438.10(c)(4)(ii) and 438.62(b)(3)).

F. Member information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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i. {DMC-ODS PHC Model only} The information must be placed on both the Contractor's website and the subcontractor's website;

3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The member is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6)).

G. The Contractor shall have in place mechanisms to help members and potential members understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7)).

2. {SMHS and DMC-ODS only} Information Provided to Members and Potential Members

A. The Contractor shall provide information to members and potential members, either in paper or electronic format, including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii)).

2) The automatic BHDS enrollment process for Medi-Cal members (42 C.F.R. § 438.10(e)(2)(i) & (iii)).

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv)).

4) Covered benefits, including:

i. Which benefits are provided by the Contractor; and,

ii. Which, if any, benefits are provided directly by the State. (42 C.F.R. § 438.10(e)(2)(v)).

5) The provider directory and {<u>for DMC-ODS only</u>} formulary information. (42 C.F.R. § 438.10(e)(2)(vi)).

6) Any cost-sharing that will be imposed by the Contractor consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(e)(2)(vii)).

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

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established in 42 C.F.R. section 438.68. (42 C.F.R. § 438.10(e)(2)(viii)).

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix)).

9) To the extent available, quality and performance indicators for the Contractor, including member satisfaction. (42 C.F.R. § 438.10(e)(2)(x)).

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each member who was seen on a regular basis by the terminated provider. The notice to the member shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1)).

C. The Contractor shall make available, upon request, any physician incentive plans in place as set forth in § 438.3(i). (42 C.F.R. § 438.10(f)(2)).

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; W&I Code § 14727; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. Part 92; 42 U.S.C. § 18116; 42 U.S.C. 12101*et seq*.)).

1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.

2) The Department shall use the following methodologies to identify the prevalent non–English languages spoken by members and potential members throughout the State, and in the Contractor's service area:

i. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

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ii. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.

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vi. The nondiscrimination notice shall include information on how to file a discrimination grievance with:

a. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

b. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

vii. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4) Language Assistance Taglines

i. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

iii. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous

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physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

5) Language Assistance Services

i. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

ii. The Contractor shall comply with the following oral interpretation requirements:

iii. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.

iv. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

v. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

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vi. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

vii. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

viii. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.

ix. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or

welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

x. The Contractor shall comply with the following written translation requirements:

xi. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

xii. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

i. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities, as described in BHIN 24-007.

ii. The Contractor shall make member information available in large print (no less than 20-point font) alternative format.

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iii. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

iv. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. Handbook

A. The Contractor shall mail members a physical copy of the handbook and provider directory, offer members a physical copy of the handbook and provider directory when the member first accesses services, or ensure that members receive a link to the online versions of these member materials after receiving the member's consent to receive the handbook and provider directory electronically. (9 C.C.R. § 1810.360(e); BHIN 24-034.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the 24/7 access line described in Exhibit A, Attachment 7, Section 8. (42 C.F.R. § 438.10(g)(2)(xiv)).

C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).

i. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members

understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

ii. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).

iii. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).

iv. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).

v. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).

vi. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).

vii. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).

viii. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

a. The right to file grievances and appeals;

b. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights;

c. The requirements and timeframes for filing a grievance or appeal;

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d. The availability of assistance in the filing process;

e. The right to request a State Hearing after the Contractor has made a determination on a member's appeal which is adverse to the member;

f. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes specified for filing, and that the member may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member. (42 C.F.R. § 438.10(g)(2)(xi)).

ix. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).

x. How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).

xi. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).

xii. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).

xiii. Additional information that is available upon request, includes the following:

a. Information on the structure and operation of the Contractor.

b. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).

D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).

E. Consistent with 42 C.F.R. section 438.10(g)(3) and BHIN 24-034 (and any subsequently issued BHINs that supersede BHIN 24-034), the handbook will be considered provided if the Contractor delivers the handbook as required below:

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1) Direct Delivery

   i. Mails a printed copy of the information to the member's mailing address;

   ii. Offers a printed copy of the information to the member during in-person interactions; or

   iii. Provides the information by email after obtaining the member's agreement to receive the information by email.

   AND

2) Website

   i. Posts the information on the Contractor's website in a manner that is readily accessible;

   ii. Advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses;

   iii. Provides that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; and

   iv. Inform members the information is available in paper form without charge upon request and provide the member handbook upon request within five (5) business days.

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020 or BHIN 22-070, as applicable, and any subsequently issued BHINs that supersede these guidance documents.

   1) {Integrated Contracts (DMC-ODS and DMC)} The Contractor shall offer members a provider directory that includes information on providers of both SMHS and SUD services.

B. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070, as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waivered, or

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registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

1) Information on the services and benefits available, including specialty (as applicable).

2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.

3) The provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.

4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

5) A means to identify which providers are accepting new members.

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)

D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by HHS. (42 C.F.R. § 438.10(h)(4)).

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1) {DMC-ODS PHC Model only} The provider directory must also be made available on the Contractor's website in a machine-readable file and format as specified by HHS;

E. {DMC only} The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled and DMC-certified provider, even if that provider is not listed in the provider directory.

6. {SMHS and DMC-ODS only} Advance Directives

A. For purposes of this Contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100).

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ 438.3(j)(1) and (3), and 422.128). Any written materials prepared by the Contractor for members shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4)).

C. The Contractor shall provide adult members with the written information on advance directives. (42 C.F.R. § 438.3(j)(3)).

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), and 438.3(j)).

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), and 438.3(j)(1)).

7. {SMHS and DMC-ODS only} Member Rights

A. The parties to this Contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, 9 C.C.R. sections 862 through 868, and 42 C.F.R. section 438.100. The Contractor shall ensure that its subcontractors and contracted providers comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the member rights specified in this section and ensure that its staff, subcontractors, and

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contracted providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i)).

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii)).

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii)).

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv)).

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v)).

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, and 164.526).

7) Be furnished services in accordance with 42 C.F.R. sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3)).

8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or contracted provider treats the member. (42 C.F.R. § 438.100(c)).

8. {DMC-ODS only} Formulary

A. The Contractor shall make available in electronic or paper form, the following information about its formulary:

1) Which medications are covered (both generic and name brand).

2) On what tier each medication resides.

B. Formulary drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary.

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1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

i. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)

ii. At all contracted provider sites, other than out-of-network providers:

a. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

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b. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)

iii. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a); BHIN 22-070.)

2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)

3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

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7) [Reserved]

8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)

9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)

10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)

13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical

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issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)

16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)

19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

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A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9 C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member's representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)

B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the

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Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)

D. [Reserved]

E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)

F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Discrimination Grievance Coordinator shall be available to:

i. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

ii. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

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iii. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):

i. The original complaint.

ii. The provider's or other accused party's response to the complaint.

iii. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

iv. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.

v. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

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5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);

2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.);

4) [Reserved]

5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)

B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:

i. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

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ii. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)

4) [Reserved]

5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)

6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

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i. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)

ii. Make reasonable efforts to give the member and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (9 C.C.R. § 1810.230.5.)

7. Contractor Obligations Related to State Hearing

"State Hearing" means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and9 C.C.R. § 1810.216.6:

A. If a member requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Members and providers shall also be informed of the following:

1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor's appeals process, and the member may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)

3) The member, or a provider or authorized representative with the member's written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)

B. The Contractor shall represent the Contractor's position in hearings, as defined in 42 C.F.R. section 438.408(f)(3) dealing with members' appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

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C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.

D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90-day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:

1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;

2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;

3) The disputed services were ordered by the member's provider; and

4) The period covered by the original authorization has not expired.

B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):

1) The member withdraws their request for an appeal or a State Hearing;

2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or

3) The final State Hearing decision is adverse to the member.

C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42

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C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.

B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to covered services.

1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)

2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)

3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

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4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)

5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)

6) [Reserved]

7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)

8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)

9) For the purposes of this Attachment, “medical service”, as used in 22 C.C.R. section 51014.1, shall mean covered services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)

C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)

D. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit

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Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or SUD services:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member's adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)

4) The member's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.

7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:

i. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)

ii. A statement that the member may be either self-represented, or represented by an authorized third party

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such as legal counsel, a relative, friend, or any other person; (9 C.C.R. § 1850.212(a)(5)(B).)

iii. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and

iv. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or SUD services:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed the time limits below. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1)(i).)

i. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

ii. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

4) [Reserved]

5) [Reserved]

6) [Reserved]

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

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8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) [Reserved]

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a member; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The member's whereabouts are unknown, and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

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12. {SMHS, DMC-ODS, and Integrated DMC/SMHS Contracts} Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or SUD services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

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1. General Requirements

A. {SMHS and DMC-ODS only} As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610. (42 C.F.R. § 438.600(b)).

B. {SMHS and DMC-ODS only} The Department shall ensure that the Contractor is not located outside of the United States. (42 C.F.R. § 438.602(i)).

C. {DMC only} The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.

1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:

i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;

ii. 22 C.C.R.. §§ 51490, 51490.1, 51159;

iii. W&I Code §§ 14124.1, 14124.2.

2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

3. {SMHS and DMC-ODS only} Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. §

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455.410(b), in accordance with the requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. §§ 438.602(b), 438.608(b)).

B. Consistent with the requirements of 42 CC.F.R. § 455.436, the Contractor must confirm the identity and determine the exclusion status of all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), and any subcontractor, or who is an agent or managing employee of the Contractor, through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. § 438.602(d)).

C. If the Contractor finds a party that is excluded, it must promptly notify the Department, as specified in Exhibit A, Attachment 8, Section 11 above, and the Department will take action consistent with 42 C.F.R. section 438.610(d). (42 C.F.R. § 438.608(a)(2) and (4)). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. {SMHS and DMC-ODS only} Compliance Program

A. The Contractor must report fraud and abuse information to the Department. (42 C.F.R. § 438.608(a)(7).)

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the Contract and who reports directly to the Behavioral Health Director and Board of Supervisors, or CEO and the Board of Directors (BoD).

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3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Contract.

5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract. (42 C.F.R. § 438.608 (a)(1)).

5. {SMHS and DMC-ODS only} Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department's Medi-Cal Behavioral Health Program Integrity Unit at bhpiu@dhcs.ca.gov about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608 (a)(2)). Contractor shall comply with the overpayment recovery provisions in Exhibit A, Attachment 3, Section 6 ("Recovery of Overpayments").

3) Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).

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4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)).

6. Suspension of Provider Payments

A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.

1) {SMHS and DMC-ODS only} The Contractor shall implement and maintain arrangements or procedures that include providing for the Contractor's suspension of payments to a contracted provider for which there is a credible allegation of fraud. (42 C.F.R. §§ 455.23 and 438.608 (a)(8)).

B. Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved.

1) {DMC and DMC-ODS only} With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

7. {SMHS and DMC-ODS only} Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by

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sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608 (a)(5)).

8. {SMHS and DMC-ODS only} Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

i. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in this section, and subsection 2(a), below.

ii. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

iii. The Contractor shall provide any such disclosure upon execution of this Contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' and subcontractors (disclosing entities') ownership and control.

i. The Contractor's providers must submit disclosures to the Contractor upon submitting the provider application, before entering into a provider agreement with Contractor, before renewing a provider agreement with Contractor and within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the

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re-validation of enrollment process under 42 C.F.R. section 455.104. The information included in the disclosures shall be current as of the time submitted.

ii. {DMC-ODS only} For providers of SUD services, these disclosures shall be provided through the DMC certification process as described in Exhibit A, Attachment. 8, Section 9.

iii. Disclosures to be Provided:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

b. Date of birth and Social Security Number (in the case of an individual);

c. Other tax identification number in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest;

d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the Contractor, subcontractor, or network provider has an ownership or control interest; and

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f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 C.F.R. section 455.104.

4) FFP shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section. (42 C.F.R. § 455.104(f)).

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

i. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

ii. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

iii. The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

i. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).

ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this

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purpose, the word "agent" has the meaning described in 42 C.F.R. section455.101.

2) The Contractor shall supply the disclosures before entering into the Contract and at any time upon the Department‘s request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers’ owners, persons with controlling interest, agents, and managing employees’ criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department’s request.

9. Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract.

1) {Standalone DMC and DMC-ODS Contracts only}

i. The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS’ County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814
Or by using a Secure Managed File Transfer system specified by DHCS.

ii. The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

2) {Integrated Contracts only}

i. Contractor must, at a minimum: (42 C.F.R. § 438.214(e))

a. Monitor compliance for each provider on an annual basis; and

b. Perform on-site monitoring at least once every three years for each organizational provider. (No on-site

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reviews are required for individual SMHS practitioners who contract directly with the Contractor.)

ii. If a provider contracts with multiple Medi-Cal behavioral health contractors, Contractor may rely on a timely review completed by another Medi-Cal behavioral health contractor.

iii. Contractor shall submit a copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by using a Secure Managed File Transfer system specified by DHCS.

B. {Integrated Contracts only} If the Contractor identifies deficiencies or areas for improvement in a contracted provider's performance, the Contractor and the contracted provider shall take corrective action. For any identified compliance deficiencies, the Contractor shall submit to DHCS a Contractor-approved corrective action plan (CAP) for the contracted provider.(42 C.F.R. § 438.214(e))

1) The CAP shall include:

i. A description of corrective actions that will be taken by the Contractor to address findings, including actions required of contracted providers when applicable, and incremental milestones the Contractor will achieve in order to reach full compliance;

ii. The timeline for implementation and/or completion of corrective actions;

iii. Proposed evidence of correction that will be submitted to DHCS;

a. If the Contractor has evidence to support correction at the time the CAP is due, the Contractor shall submit the actual evidence of correction to DHCS.

iv. A mechanism for monitoring the effectiveness of corrective actions over time; and

v. Behavioral Health Director or designee (e.g., compliance administrator) name, and the date of their approval of the CAP.

2) The Contractor shall submit the Contractor-approved provider CAP to DHCS for approval using a Secure Managed File Transfer system specified by DHCS.

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3) DHCS will provide an Acknowledgement Letter within five business days to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas. Contractor shall submit an updated CAP to DHCS using a Secure Managed File Transfer system specified by DHCS., with a copy to the provider.

4) The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements, including as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

C. {DMC only} The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:

1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;

2) A contracted provider surrenders its certification or closes its facility; or

3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.

10. {DMC and DMC-ODS only} State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with. as applicable, Exhibit A, Attachment 2C, Section 22 (DMC-ODS: "Requirements for Services"), or Attachment 2E, Section 8 (DMC: "Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The

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Contractor shall be responsible for their contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below.

B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements cited above in subsection A were not met.

1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.

2) {Integrated Contracts only} Contractor shall comply with the CAP procedures described above in Section 9.C. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to section 9, above.

3) {Standalone DMC and DMC-ODS Contracts only}

i. The CAP shall:

a. Be documented on the DHCS CAP template

b. Provide a specific description of how the deficiency shall be corrected

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency

e. Ensuring on-going compliance

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

ii. DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

Exhibit A – Attachment 13
PROGRAM INTEGRITY

iii. If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

iv. The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:

1) Requests for first-level appeals:

i. The Contractor shall initiate action by submitting a letter to DHCS:

a. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413

ii. The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.

iii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

a. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.

b. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

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c. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.

D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).

1) The second level process may be pursued only after complying with first-level procedures and only when:

i. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or

ii. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.

2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.

3) All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals (OAHA)
3831 N. Freeway Blvd., Suite 200
Sacramento, CA 95834

4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:

i. A copy of the original written appeal sent to the Department.

ii. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

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PROGRAM INTEGRITY

F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2C, Section 22 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. {DMC and DMC-ODS only} Reporting Complaints

A. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

B. {DMC-ODS only} Complaints for Residential Adult Alcoholism or Drug Misuse Recovery or Treatment Facilities, and counselor complaints may be made by using the Complaint Form, which is available and may be submitted online: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

C. {DMC only} Report suspected Medi-Cal Fraud to DHCS's Program Integrity Unit at bhpiu@dhcs.ca.gov

D. {DMC only} Complaints for licensed, adult alcoholism or drug misuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

Exhibit A – Attachment 13
PROGRAM INTEGRITY

The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

1. {SMHS and DMC-ODS only} Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F.R. § 438.606(a).)

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS, including as specified in Exhibit A, Attachment 4, Section 2. (42 C.F.R. § 438.242(c)(2).)

3. [Reserved]

4. Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. {SMHS and DMC-ODS only} Information on Ownership and Control

The Contractor shall submit for state review information on ownership and control for the Contractor, subcontractors, and network providers, as described in 42 C.F.R. section 455.104 and Exhibit A, Attachment 13, Section 8. (42 C.F.R § 438.604(a)(6).)

6. {SMHS and DMC-ODS only} Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (MHSUDS IN 19-034; 42 C.F.R §§ 438.604(a)(7), 438.608(d)(3).)

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REPORTING REQUIREMENTS

7. {SMHS and DMC-ODS only} Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 C.F.R. section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

1) Enrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any member satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with 42 C.F.R. part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

9. {DMC and DMC-ODS only} Additional Reporting Requirements Regarding SUD Services

A. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

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REPORTING REQUIREMENTS

2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J), all former Department of Alcohol and Drug Programs Bulletins, and all applicable DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements, including BHIN 24-030.

5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

B. CalOMS-Tx General Information.

1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov, before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.

4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

7) [Reserved]

D. {DMC-ODS only} Provider-Preventable Conditions

1) The Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions. The Contractor shall report all identified provider-preventable conditions to the Department.

2) The Contractor shall not make payments to a contracted provider for provider-preventable conditions that meet the following criteria:

i. Is identified in the State Plan.

ii. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.

iii. Has a negative consequence for the member beneficiary.

iv. Is auditable.

3) The Contractor shall use and submit the report using the DHCS DMC-ODS Provider Preventable Conditions Reporting Form at the time of discovery of any provider preventable conditions that are covered under this provision to:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS-2623
Sacramento, CA 95814

Or by secure, encrypted email to: ODSSubmissions@dhcs.ca.gov

10. Failure to Meet Reporting Requirements

A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

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REPORTING REQUIREMENTS

B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)

D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

Exhibit A
SCOPE OF WORK

1. Service Overview

A. The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the Medi-Cal behavioral health services described herein.

B. The Contractor will provide or arrange for the provision of the following specialty mental health services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Contractor's County who meet the applicable access criteria.

C. This Contract covers the provision of:

[X] SMHS. If this box is checked, Contractor will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply to Contractor if this box is checked.

[ ] DMC-ODS services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC-ODS services operating as a PIHP as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as DMC-ODS requirements shall apply to Contractor if this box is checked.

[ ] DMC-ODS Partnership Health Plan of California (PHC) Model. If this box is checked, Contractor will subcontract with PHC for the provision of certain DMC-ODS services. All requirements in the Contract that are identified as DMC-ODS PHC Model requirements, as well as all requirements identified as DMC-ODS requirements (except as otherwise specified), will apply to Contractor if this box is checked.

[ ] DMC services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC State Plan services under a fee-for-service structure. All requirements in the Contract that are identified as DMC requirements shall apply to Contractor if this box is checked.

D. The services identified above are referred to as "Covered Services" in the remainder of this Contract.

Exhibit A
SCOPE OF WORK

E. {Integrated contracts only}

1) If the Contractor chooses to provide both SMHS and DMC-ODS services within this Contract, Contractor will provide and arrange for the provision of both SMHS and DMC-ODS services operating as a single PIHP with a non-risk contract as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as applying to integrated contracts (DMC-ODS) shall apply to Contractor.

2) If the Contractor chooses to provide both SMHS and DMC services within this Contract, Contractor will provide and arrange for the provision of SMHS operating as a PIHP as defined in 42 C.F.R. part 438.2 and will provide or arrange for the provision of DMC services under a fee-for-service structure, outside the PIHP managed care structure. All requirements in the Contract that are identified as applying to integrated contracts (DMC) shall apply to Contractor.

2. Service Location

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including out-of-network facilities as applicable.

3. Service Hours

A. {SMHS and DMC-ODS only} Services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.

B. {DMC only} Services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Contract will be:

Department of Health Care Services	**County of Mariposa**
Linda Dornseif, MPH, Chief Telephone: 916-224-8155 Email: linda.dornseif@dhcs.ca.gov	Stacey Lynch, MSW, LCSW Mental Health Director Division Director, Health Services Mariposa County Health and Human Services Agency Telephone: 209-742-0988 Fax: 209-966-8251

Exhibit A
SCOPE OF WORK

	Email: SLynch@mariposacounty.org

B. Direct all inquiries to:

Department of Health Care Services	**County of Mariposa**
Medi-Cal Behavioral Health Policy Division Attention: Ivan Bhardwaj, Division Chief 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: 916-842-8598 Email: ivan.bhardwaj@dhcs.ca.gov	Attention: Randy Ridenhour Address: PO Box 99 Mariposa, CA 95338 Telephone: 209-742-0922 Fax: 209-966-8251 Email: rridenhour@mariposacounty.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. General Authority

A. {SMHS} This Contract is entered into in accordance with Welfare and Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and Contractor agree that this Contract meets that requirement for the County.

B. {DMC-ODS} The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Contract to Medi-Cal members who reside within the Contractor's County borders. This Contract is an intergovernmental agreement between the State and Contractor by authority of chapter 3 (§ 11758.10 et seq.) of Part 1, Division 10.5 of the Health & Safety (H&S) Code and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. This Contract is entered into in accordance with Health and Safety Code section 11848.5, W&I Code sections 14021.51–14021.53, 14124.20– 14124.25, and 14184.100 et seq., and Behavioral Health Information Notice (BHIN) 23-001 (including any successor BHIN).

Exhibit A
SCOPE OF WORK

C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of providing DMC services in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.

D. {SMHS and DMC-ODS} Federal PIHP Requirements.

1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to county behavioral health programs under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.

2) The Centers for Medicare and Medicaid Services (CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of services as a PIHP, in accordance with 42 C.F.R. part 438.3(a).

E. All Exhibits, Attachments, and Sections in this Contract apply to the delivery of all covered services identified in Exhibit A, Scope of Work, Section 1, except as otherwise indicated in this Contract.

F. Where a requirement in this Contract applies to more than one service type or delivery system, but is followed by a legal citation that only applies to one service type or delivery system (i.e. SMHS, DMC-ODS, or DMC), the legal citation does not limit application of the corresponding contracting requirements to one service type or delivery system.

G. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

H. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

Exhibit A
SCOPE OF WORK

I. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

7. Services to be Performed; Contract Performance

A. See the Attachments to Exhibit A for a detailed description of the services to be performed.

B. Contractor must maintain the necessary organization and level of staffing to implement and operate this Contract. Contractor must ensure the following:

1) Contractor has an accountable Board of Supervisors or county Behavioral Health Director;

2) Compliance with this Contract is a high priority and that Contractor is committed to supplying any necessary resources to assure full performance of the Contract;

3) [Reserved]

4) Adequate staffing in medical and other health services, fiscal and administrative capacity sufficient to effectively conduct Contractor’s business; and

5) Written procedures are developed and maintained for conducting Contractor’s business, including the provision of health care services, in compliance with federal and State Medicaid law.

Exhibit A
SCOPE OF WORK

8. Loss of Federal Authority

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A
SCOPE OF WORK

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.

B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for Federal Financial Participation (FFP) reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to members in the event that there is likely to be a delay in the availability of federal funding.

3. Contractor Claims and Federal Financial Participation

A. Nothing in this contract shall limit the Contractor’s ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.

B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.

2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the Department has informed the Contractor in writing of its intent to close the audit.

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D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

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D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.

B. {SMHS only} Mental Health Medi-Cal Administrative Activities

1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

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BUDGET DETAIL AND PAYMENT PROVISIONS

2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:

i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and

ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual

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claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

3) The Contractor shall use the appropriate claiming forms for this Contract:

   i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.

   ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.

   iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.

4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

9. [Reserved]

10. [Reserved]

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

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

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

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

    1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

    2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

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

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

    1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

    2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

    3) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

    1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

    2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

   1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

   2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E – Attachment 1
GENERAL DEFINITIONS

Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and the Medi-Cal state plan and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.,* Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.

2. "Abuse" means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

3. "Adolescents" means members under age 21.

4. "Adult" means members 21 years of age or over.

5. "Alcohol or other Drug (AOD) Counselor" means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.

6. "American Indian/Alaska Native (AI/AN)" means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.

7. "Ancillary Service" means to include individualized connection, referral, and linkages to community-based services and supports.

8. "Appeal" means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.

9. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

10. "ASAM Criteria" means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

11. "Calendar Week" means the seven-day period from Sunday through Saturday.

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12. “Complaint” means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

13. "Contractor" means the Contractor named in this Intergovernmental Agreement.

14. "Contracted Provider” means:

    A. For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.

    B. For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.

15. “Corrective Action Plan (CAP)” means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.

16. “County of Responsibility” means the county that is financially responsible for the behavioral health needs and services of a given member.

17. "Covered Services" refer to:

    A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either

    B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or

    C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.

18. “Days” means calendar days, unless otherwise specified.

19. “Dedicated Capacity” means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.

20. "Department" means the California Department of Health Care Services (DHCS).

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21. "Direct Provider Contract" means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.

22. "Director" means the Director of DHCS.

23. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

24. "DMC-Certified Provider" means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

25. "DMC Re-certification" means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

26. "DMC Termination of Certification" means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a DMC certification termination notice.

27. "DMC Temporary Suspension" means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

28. "Drug Medi-Cal Organized Delivery System (DMC-ODS)" is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.

29. "Drug Medi-Cal (DMC) Program" means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.

30. "Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)" means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a

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health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. "Education and Job Skills" means linkages to life skills, employment services, job training, and education services.

32. "Emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;

    B. Serious impairment to bodily functions;

    C. Serious dysfunction of any bodily organ or part; or

    D. Death.

33. "Excluded Services" means services that are not covered under this Contract.

34. "Expanded Substance Use Disorder Treatment Services" means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

35. "Face-to-Face" means a service occurring in person.

36. "Federal Financial Participation (FFP)" means the share of federal Medicaid funds for reimbursement of covered services.

37. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

38. "Grievance" means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

39. "Grievance and Appeal System" means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them, as described in Exhibit A, Attachment 12.

40. "Hospitalization" means a supervised recovery period in a facility that provides hospital inpatient care.

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41. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

42. "Homelessness" means the member meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes: (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

44. "Indian Health Service (IHS) facilities" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

45. "Involvement in child welfare" means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

46. "Juvenile justice involvement" means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who

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have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

47. "Licensed Practitioners of the Healing Arts (LPHA)" includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

48. "Managed Care Program" means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

49. "Medically necessary" or "medical necessity" has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

    A. For members 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

    B. For members under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

50. "Member" means a Medi-Cal recipient who is eligible to receive services from the Contractor.

51. "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

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52. A “Network Provider” means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term “network provider” is not applicable to DMC programs.)

53. “Out-of-network provider” means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be “out of network” for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term “out-of-network provider” is not applicable to DMC programs.)

54. “Out-of-plan provider” has the same meaning as out-of-network provider.

55. “Overpayment” means any payment made by Contractor to a subcontractor or contracted provider to which the subcontractor or contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled under Title XIX of the Act. (42 C.F.R. § 438.2)

56. “Payment Suspension” means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

57. “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

58. “Performance” means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

59. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

60. “Physician services” means services provided by an individual licensed under state law to practice medicine.

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61. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

    A. Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

    B. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and

    C. Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

62. "Postpartum" as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

63. "Postservice Postpayment (PSPP) Utilization Review" means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

64. "Postservice Prepayment Utilization Review" means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

65. "Prior authorization" means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

66. "Primary Care" means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

67. "Primary care provider" means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

68. "Prescription drugs" means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

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A. Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;

B. Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

C. Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

69. “Provider” means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)

70. “Utilization Review/Quality Assessment (UR/QA)” activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:

A. Such services are or were reasonable and medically necessary and whether such services and items are allowable; and

B. The quality of such services meets professionally recognized standards of health care.

71. “Rehabilitation Services” includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.

72. “Relapse” means a single instance of a member's substance use or a member's return to a pattern of substance use.

73. “Relapse Trigger” means an event, circumstance, place or person that puts a member at risk of relapse.

74. “Revenue" means Contractor’s income from sources other than the state allocation.

75. “Safeguarding medications” means facilities will store all resident medication and facility staff members may assist with resident’s self-administration of medication.

76. “Satellite site” means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per

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week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. “Service Area" means the geographical area under the Contractor’s jurisdiction.

78. “Service Authorization Request” means a member’s request for the provision of a service.

79. “Service Element” is the specific type of service performed within the more general service modalities.

80. “Short-Term Resident” means any member receiving residential SUD services; regardless of the length of stay. The member is considered a “short-term resident” of the residential facility in which they are receiving the services.

81. “Significant Change" means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

82. “State Hearing” means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

83. “Subcontractor” means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor’s obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include contracted providers.

84. “Substance Use Disorder Diagnoses” are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

85. “Substance Use Disorder Medical Director” has the same meaning as in 22 C.C.R. section 51000.24.4.

86. “Support Groups” means linkages to self-help and support, spiritual and faith-based support.

87. “Support Plan” means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.

88. “Telehealth” means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

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89. "Telephone" means contact with a member via synchronous, real-time audio-only telecommunications systems.

90. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

91. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.

92. "Transportation Services" means provision of or arrangement for transportation to and from medically necessary treatment.

93. "Treatment Planning" means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

94. "Tribal 638 Providers" –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

    A. A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the "List of American Indian Health Program Providers" set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.

    B. A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC

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must appear on the “List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.

95. “Urban Indian Organizations (UIO)” – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

96. “Urgent care” means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

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1. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. "Adult Residential Treatment Services" are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis

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Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. "Crisis Intervention" is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. "Crisis Residential Treatment Services" are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. "Crisis Stabilization" is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the

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Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. “Day Rehabilitation” is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. “Day Treatment Intensive” is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be

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delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

    A. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

    B. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

    C. Supports the parent/caregiver in meeting their child's needs;

    D. Helps establish the CFT and provides ongoing support; and

    E. Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is

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provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. "Medication Support Services" include prescribing, administering, dispensing and monitoring drug interactions and contradictions of psychiatric medications or biologicals that are necessary to alleviate the symptoms behavioral health conditions. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include prescription, dispensing, monitoring, or administration of medication related to substance use disorder services for members with co-occurring mental health conditions and substance use disorder. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. "Mental Health Services" are individual, group, or family-based interventions that are designed to provide a reduction of the member's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

13. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided

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with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily

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could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as "Psychiatric Inpatient Hospital". (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. "Psychiatric Inpatient Hospital Services" include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member's stay at the hospital must be continued beyond the member's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

    Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of

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members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

18. "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.

19. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

21. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic

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intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. "Assessment" means activities to evaluate or monitor the status of a member's behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:

    A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

    B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

    C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member's needs, planned interventions and to address and monitor a member's progress and restoration of member to their best possible functional level.

2. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other

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facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

3. "Family Therapy" means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

4. "Group Counseling" consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

5. "Individual Counseling" consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

6. "Medical psychotherapy" means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.

7. "Medication Services" means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

8. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance

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Use Disorders" includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)" includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.

10. "Narcotic Treatment Program" or "NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

11. "Non-Perinatal Residential Program" services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

12. "Observation" means the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.

13. "Patient Education" means education for the member on addiction, treatment, recovery and associated health risks.

14. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

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A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 6h [TN 24-0042].)

15. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

16. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.

17. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

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18. “Substance Use Disorder Crisis Intervention Services” means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

19. “Unit of Service” means:

    A. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.

    B. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.

    C. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.

    D. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

    E. For residential services, providing 24-hour daily service, per member, per bed rate.

    F. For withdrawal management per member per visit/daily unit of service.

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1. Contract Amendment Process

A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.

B. All amendments proposed by one party shall be provided in writing to the other party.

1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.

2) Timing of proposed amendments,

i. {Integrated Contracts (DMC and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each calendar year in order for the amendment to be effective for the following calendar year, beginning on January 1.

ii. {Standalone Contracts (SMHS, DMC, and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by May 1 of each state fiscal year in order for the amendment to be effective for the following state fiscal year, beginning on July 1.

3) These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.

C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.

D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.

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1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).

2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323. Specifically:

i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)

ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor

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does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))

iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

a. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor reporting to the department. (W&I Code § 14197.7(a))

b. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.

iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.

2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.

3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or for termination of Contracts for SMHS, section 14714(d).

D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination

1) The provisions of subsection D apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.

i. {All Integrated Contracts (DMC and DMC-ODS)} Prior to January 1, 2027, in lieu of pursuing the termination

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procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.

2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to members prior to such expiration or termination.

3) If this Contract is terminated or not renewed , the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(b), and 14124.21(c), as applicable, and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.

   i. {DMC-ODS Only} Subsection 3 above does not apply if the Contractor opts to provide DMC services following the termination of its DMC-ODS Contract.

4) Transfer of Records; Continuity of Care

   i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

   ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.

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iii. The preceding sections i and ii shall not apply with respect to the Contractor's behavioral health program operations if:

a. The Contractor will continue providing covered services or arrange for provision of covered services under a new agreement with the Department with substantially similar requirements, as determined by the Department;

b. {DMC-ODS only} Or, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.

5) The Department shall notify members of their Medi-Cal behavioral health benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Processes for compliance reviews and sanctions outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

A. All Attachments and Sections within Exhibit E apply to the delivery of all covered services under this contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.

B. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the

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right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.

C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Exhibit D, Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.

2) The following obligations apply for 10 years from the term end date of this Contract, or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. The Contractor, and subcontractors and contracted providers, shall:

i. Allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).

ii. Retain all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610, as applicable. (42 C.F.R. § 438.3(u); see also § 438.3(h)).

3) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared

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pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

Unless otherwise specified in this Contract, all notices to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the Contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services	County of Mariposa
Medi-Cal Behavioral Health Division	PO Box 99
1501 Capitol Avenue, MS 2702	Mariposa, CA 95338
Sacramento, CA 95814	

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.

3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.

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4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this Contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. [Reserved]

F. Freeze Exemptions

1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.

2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.

3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.

4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other

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natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

H. Participation in the County Behavioral Health Director's Association of California

1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.

2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

In discharging its obligations under this Contract, and in addition to the obligations set forth in other parts of this Contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)

2) {SMHS and DMC-ODS only} The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

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C. Monitoring for Compliance; Corrective Action; Sanctions

1) Monitoring criteria shall include, but not be limited to:

i. Whether the quality of work or services being performed conforms to Exhibit A.

ii. Whether the Contractor has established and is monitoring appropriate quality standards.

iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.

2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.

i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a member records review.

ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.

3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).

i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:

a. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or

b. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.

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ii. The Contractor's CAP shall:

a. Be documented on the DHCS CAP template.

b. Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency; and

e. Ensuring on-going compliance.

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.

iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for any of the following in accordance with W&I Code section 14197.7; BHINs 22-045, 23-006, and 24-044; and other guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r):

i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;

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ii. failure to comply with the requirements of a CAP; or

iii. for other good cause.

5) The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. section 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

D. {SMHS only} Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the

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Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).

2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.

3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

7. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable

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federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of covered services.

1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.

2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.

3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:

1) Title 42 United States Code;

2) Title 42 of the Code of Federal Regulations, including:

i. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).

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ii. 42 C.F.R. § 455.

iii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.

iv. 42 C.F.R. Part 2.

3) [Reserved];

4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;

5) Title VI of the Civil Rights Act of 1964;

6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Age Discrimination in Employment Act (29 CFR Part 1625).

10) Rehabilitation Act of 1973;

11) Americans with Disabilities Act;

12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;

13) Deficit Reduction Act of 2005;

14) Balanced Budget Act of 1997;

15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

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18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.

F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:

1) W&I Code, division 5

2) W&I Code section 14000 et seq., including:

i. Sections 14021, 14021.5, 14021.6

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ii. Sections 14043 et seq.

iii. Sections 14059.5, 14184.402, and 14184.403

iv. Section 14100.2

v. Sections 14680-14685.1

vi. Sections 14700-14727

3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7

4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.

5) Government Code section 16367.8.

6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.

7) Cal. Code Regs., tit. 9, including:

i. Division 4, chapter 6, commencing with section 10800.

ii. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).

iii. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.

iv. Sections 9000-14240

8) Cal. Code Regs., tit. 22, including:

i. Sections 50951 and 50953

ii. Sections 51014.1 and 51014

iii. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)

9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-258

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Berliner Cohen, LLP in the Amount of $600,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Berliner Cohen, LLP in the Amount of $600,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The agreement with Berliner-Cohen for the fiscal year 2024-2025 was approved through Resolution No. 2024-333 on August 6, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Berliner Cohen LLC 2026**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Berliner Cohen, LLP, hereinafter referred to as "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 be for a period of three (3) years, commencing on July 1, 2025, through and including June 30, 2028.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $600,000. For the initial term of the agreement the not to exceed is $200,000 and $200,000 for each extension period, as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $500,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

employee of 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. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Berliner Cohen LLP
548 W. 21st Street
Merced, CA 95340

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Kim Flores, Partner Berliner Cohen LLP
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
SCOPE OF WORK

Mariposa County Health & Human Services Agency is engaging Berliner Cohen to provide legal representation and counsel in matter involving juvenile dependency and public guardian/conservatorship cases.

Berliner Cohen will provide the following legal services:

- Legal Representation & Advocacy
    - Represent the County in all relevant juvenile dependency and conservatorship proceedings, including court appearances and legal advocacy.
- Timely, High-Quality Services
    - Deliver consistent, efficient, and high-quality legal services in compliance with court deadlines and requirements.
- Collaboration & Communication
    - Maintain regular communication with Child Welfare and Adult Protective Services staff through meetings, phone calls, and other appropriate channels. Provide ongoing legal consultation, strategic guidance, and responsive support.
- Court Preparation & Support
    - Assist staff in preparing for hearings, including review of reports, preparation of testimony, and ensuring readiness for legal proceedings.

Exhibit B
COST PROPOSAL

Attorney fees will be billed by the hour based on the actual time spent. Fees will be billed on a monthly basis and payment will be due within thirty (30) days. The hourly rates for the legal services described herein for the County of Mariposa are as set forth below.

For the first year (July 1, 2025, through June 30, 2026), the hourly rates will be:

Personnel	**Hourly Rate**[1]
Kimberly G. Flores	$300.00
Partners and Of Counsel	$300.00
Associates	$275.00
Paralegals and Law Clerks	$150.00

For the second year (July 1, 2026, through June 30, 2027), the hourly rates will be:

Personnel	**Hourly Rate**
Kimberly G. Flores	$310.00
Partners and Of Counsel	$310.00
Associates	$285.00
Paralegals and Law Clerks	$150.00

Berliner Cohen, LLP does not charge for routine word processing, secretarial, and office costs. Reimbursement of costs advanced by our firm on behalf of the County of Mariposa, as well as other expenses will be billed at actual cost. These costs may include, but are not limited to, postage; Westlaw or Lexis computer legal research; and any cost of printing and reproducing documents, photographs, or other items necessary for legal representation.

VENDOR ASSURANCE OF COMPLIANCE WITH THE MARIPOSA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT [Berliner Cohen LLC]

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIE NT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date	Director's Signature
Address of vendor/recipient	(08/13/01)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-259

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Area 12 Agency on Aging in the Amount of $304,500 for Services in Fourth Year (Fiscal Year 2025-2026) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026); Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement and Any Future Amendments to the Agreement (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Area 12 Agency on Aging in the Amount of $304,500 for Services in Fourth Year (Fiscal Year 2025-2026) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026);Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement and Any Future Amendments to the Agreement (Subject to Approval as to Form by County Counsel)
For the Following Programs:

- Title III-B Transportation
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D, along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for

FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved the Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved the First Amendment to the Standard Agreement for FY 2021-2022 through Resolution No. 2021-616.

On December 14, 2021, the Board approved the Second Amendment to the Standard Agreement for FY 2021–2022 through Resolution No. 2021-667.

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs through Resolution No. 2022-169.

On June 6, 2023, the Board approved the Contract Renewal Proposal for Fiscal Year 2023–2024 through Resolution No. 2023-294.

On August 1, 2023, the Board approved the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2023-411.

On September 12, 2023, the Board approved the First Amendment to the Standard Agreement for FY 2023-2024 through Resolution No. 2023-487 .

On May 14, 2024, the Board approved the Second Amendment to the Standard Agreement for FY 2023-2024 through Resolution No. 2024-176.
On August 6, 2024, the Board approved the Standard Agreement for FY 2024-2025 through Resolution No. 2024-327.

On June , 2025, the Board approved the Proposal for the Standard Agreement for FY 2025-2026 through Resolution No. 2025-202.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided.

FINANCIAL IMPACT

None

ATTACHMENTS

1. A12AAA Contract FY 25-26

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

INSTRUCTIONS FOR PROCESSING THIS CONTRACT

All documents must identify the Contractor's legal name **exactly** as shown on the Standard Agreement. Area 12 Agency on Aging (A12AA)

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

- **One Standard Agreement(s)** (with terms and conditions) signed with authorized DocuSign or original (wet) signatures. Signature stamps will not be accepted.
- **Resolution/Minutes** – If your agency is a public entity, the A12AA requires a resolution from the Board of Supervisors or equivalent governing body authorizing the execution of this Contract. If your agency is private non-profit, the A12AA requires an authorization by the Board of Directors to execute this Contract. These documents must reference the **Contract Number (Fiscal Year)** and **specific programs** and may reference more than one program. If the resolution/minutes does not also authorize the signing of **amendments** for those contracts, an additional resolution/minutes will have to be obtained upon the amending of this Agreement.
- **Certificate of Insurance** referencing the Contract Number/Program or Letter of Self-Insurance for General Liability. Certificates may reference more than one Contract Number. Certificates and/or Letters of Self-Insurance must meet the conditions specified in ARTICLE XV of this Agreement. The additional insured statement must name the Area 12 Agency on Aging as the additional insured.
- **Certificate of Insurance** referencing the Contract/Program or Letter of Self-Insurance for Professional Liability and Auto Liability. The liability certificate must name the Area 12 Agency on Aging as the additional insured.
- **Information Integrity and Security Statement** referencing the fiscal year and program names and ***must be signed*** with authorized DocuSign or original (wet) signatures.
- **CCC-307** - filled out completely and signed with authorized DocuSign or original (wet) signatures.
- **Agency Contracts Representative (ACR)** – filled out completely and signed with authorized DocuSign or original (wet) signatures.
- **Authorized Signatory Form** - Signed by Governing Board Chairperson and current positions and signed with authorized DocuSign or original (wet) signatures.

NOTICE:

The Area 12 Agency on Aging requires that all the supporting documents be returned with the Contract as a **complete package.** Do not return incomplete packages.

Each Contract package must stand on its' own. Copies of supporting documents that do not need original signatures; (i.e., Insurance Certificates or Resolutions) will be accepted. If you have more than one Contract with the Area 12 Agency on Aging, you may send one Insurance Certificate listing all the programs the Insurance Certificate includes.

Failure to complete each Contract Package or to return the required documents that meet the specifications of the Area 12 Agency on Aging will delay processing of the Contract and may affect the timely release of your request for funds.

If you have any questions regarding the terms and conditions/program exhibits of this Agreement or if you have questions regarding these instructions, the contract processing requirements, or the required documents, contact Kristin Millhoff, Executive Director.

CONTRACT TRANSMITTAL LETTER
(Must be signed and returned with Contract package)

Kristin Millhoff, Executive Director
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Enclosed please find all documents required for the execution of the contract with the Area 12 Agency on Aging (A12AA). All documents have been reviewed for completeness and all supporting documents identify the Contractor's name ***exactly*** as shown on the Standard Agreement.

The following documents are enclosed. Place a check in each box indicating completion. *All documents are mandatory.*

☐ **One Standard Agreement** signed with authorized DocuSign or original (wet) signatures

☐ **RESOLUTION or MINUTES** of meeting authorizing execution of this Contract. *The Contract Fiscal Year and specific programs must be referenced in the Resolution or Minutes and already be on file with you.*

☐ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for General Liability.

☐ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Automobile Liability.

☐ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Professional Liability.

☐ **INFORMATION INTEGRITY AND SECURITY STATEMENT** signed with DocuSign or original (wet) signatures. Attachment D.

☐ **CONTRACTOR CERTIFICATION CLAUSES (CCC-307)** signed with DocuSign or original (wet) signatures. Attachment A.

☐ **AGENCY CONTRACTS REPRESENTATIVE (ACR)** signed with DocuSign or original (wet) signatures. Attachment C.

☐ **AUTHORIZED SIGNATORY FORM** -- Signed by Governing Board Chairperson with DocuSign or original (wet) signatures. Attachment B.

☐ This Contract Transmittal Letter is enclosed with this contract package.

Y Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to your organization.

Y If items are missing, the Provider has 120 days to be in compliance with this agreement. Failure to comply with providing the required documentation will result in the package being returned. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds may be delayed.

_____ _____

SIGNATURE (Director or designee) Program(s)

DATE: _____

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2025-2026

Location	What was changed	Rationale for change
Exhibit A Article I Letter A Number 7 p. 2	Added: NSIP funding suspended as of 7-1-2025.	CDA suspended NSIP funding
Exhibit B Article II Letter A Number 19 p. 19	Added: NSIP funding suspended as of 7-1-2025.	CDA suspended NSIP funding
Exhibit A Article II Letter C. Item 9 p. 10 Ombudsman	9. The Contractor shall submit quarterly data reports using the CDA 1037 form, to A12AA for the Elder Abuse Prevention Program service categories according to the CDA Services Categories and Data Dictionary. A12AA will electronically enter data into CARS.	A12AA added for tracking purposes
Exhibit A Article I Item 4 p. 1	4. Title IIIC-1 (Congregate Nutrition Services) means nutrition services for older individuals in an in-person or virtual congregate setting.	CDA added for clarification
Exhibit A Article 1 Item 6 P. 2	6. Title IIIC-2 (Home Delivered Nutrition Services) means nutrition services provided to frail, homebound, or isolated older individuals including via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education . . .	CDA added for clarification
Exhibit A	Added: 2. Monitor nutrition programs. Food facilities or central	CDA added for clarification

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2025-2026

Article II Item 12 P. 6	kitchens (i.e. sites that store, prepare, package or portion food) must be monitored on-site annually by the A12AA Registered Dietitian (RD) as required by Title 22 Section 7634.3 (d). Non-food facilities that only distribute packaged meals (i.e., do not store, prepare, package or portion food), therefore does not meet the California Retail Food Code definition of a 'food facility', must be monitored at least every other year on-site. Sites must be monitored using a standardized procedure developed by the A12AA that ensures all sites are monitored systematically. A12AA policies and procedures must guarantee the following: a. A12AA RD monitoring of each food facility annually on-site. b. A12AA RD monitoring of non-food facility nutrition sites (i.e., sites that do not store, prepare, package, or portion food) at least every other year on-site. c. A12AA RD monitoring of non-food facility nutrition sites more often if they are at increased risk for food safety violations or have a history of corrective actions. [22 CCR 7634.3(d)]	
Exhibit B Article II Item G Number 1 p. 6	The maximum reimbursement amount allowable for indirect costs is not to exceed fifteen percent (15%) of Contractor's Modified Total Direct Costs (MTDC).	Added by CDA
Exhibit B Article II Item G Number 2 p. 6	Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only.	Added by CDA
Exhibit B	Added: NSIP funding suspended as of 7-1-2025.	CDA suspended NSIP funding

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2025-2026

Article III Item B Number 4 p. 8		
Exhibit B Article IV Letter D. p. 8	Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor. NSIP funding suspended as of 7-1-2025.	CDA suspended NSIP funding
Exhibit D Article XIX Item 10	Added: Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows: Added: iii. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead. Added: c. The Contractor shall maintain all the following for a period of three years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto. 2) A statement of the criteria used to approve awards. 3) Copies of the award documents and contracts entered pursuant to Section 7364. 4) Other information as requested by 45 CFR 92.36(b), [CCR Title II, Section 7352(h)] as well as A12AA's determination letter. d. Because 'requirements' under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of 'aggregate' for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352(g). As such, aggregate likely means the combined total estimated value of each	CDA added for clarification; added citations

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2025-2026

Item 11	requirement for a particular contract. This would require each Contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than $100,000, the small contract procedures may be used. a. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)]. b. All bid proposals received. [22 CCR 7362(a)(2)]. c. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362(a)(3)]. d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].	
Exhibit D Article XIX	Removed entire Bilingual and Linguistic Program Services section	CDA decision 22 CCR 98310-98314 Repealed in 2018
Exhibit E Article I Letter A Number 11 p. 2-3	Added: NSIP funding suspended as of 7-1-2025	CDA suspended NSIP funding
Exhibit E Article V Item 1-3 Providers	Added language: 1. Approval requirements for Advertising and Public Relations: Approval Required: Materials that use the CDA or A12AA logo including: Paid advertising, earned advertising, outreach materials, educational materials, media events, public notices.	CDA added language for clarification.

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2025-2026

Article VII Ombudsman	Approval Not Required: Materials that only mention CDA or A12AA in the funding disclaimer, "The materials were funded by a contract with the California Department of Aging or Area 12 Agency on Aging" without using the CDA or A12AA logo; materials that do not mention the CDA or A12AA name or use the CDA or A12AA logo. 2. Social Media Posts Approval Required: Social media posts that mention the CDA or A12AA name or use the CDA or A12AA logo Approval Not Required: Social media posts that do not mention the CDA or A12AA name or use the CDA or A12AA logo, even if CDA or A12AA funds are involved. 3. Specific Scenarios and Examples: Paid advertisement in local newspaper – No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA. Public notices – No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo. Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.	
Exhibit F Article I Item G	Removed Item G – Background Checks paragraph.	CDA decision to remove Background check language until such time there is definitive statute to direct A12AA and Providers.

STANDARD AGREEMENT BETWEEN

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY, ADULT & AGING SERVICES

As SERVICE PROVIDER

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338
Mariposa County Senior Center, 5246 Spriggs Lane, Mariposa, CA 95338
Mariposa County

Agreement Number: FY2025-2026 – Mariposa County HHSA, Adult & Aging Services
Programs: IIIC-1 Congregate Meals, IIIC-2 Home Delivered Meals, and IIIB Transportation

OLDER AMERICANS ACT (OAA) FUNDING
TITLES III-B, C, D, AND VII(a) and VII(b)

And

AREA 12 AGENCY ON AGING

(Hereinafter Referred to as A12AA)
19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT ("Agreement")** is made and entered into this 1st day of July 2025, by and between A12AA and Mariposa County Health & Human Services Agency, Adult & Aging Services (**"Contractor**") pursuant to the following terms and conditions.

The term of this Agreement is July 1, 2025, through June 30, 2026.

2. COMPENSATION

The maximum amount of this Agreement is $304,500.00, three hundred four thousand, five hundred dollars and no cents.

C-1 Congregate Meals	$106,000.00
C-2 Home Delivered Meals	123,500.00
Transportation	+ 75,000.00
TOTAL:	$ 304,500.00

3. SERVICES

Contractor shall provide congregate meals, home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Exhibit A -	Scope of Work	11 Pages
Exhibit B -	Budget Detail and Payment Provision	9 Pages
Exhibit C -	General Terms and Conditions	5 Pages
Exhibit D -	Special Terms and Conditions	31 Pages
Exhibit E -	Additional Provisions	7 Pages
Exhibit F -	Non-Expendable Equipment/Vehicle Inventory	1 Page
Exhibit G -	Performance Standards	4 Pages
Exhibit H -	Condition Statement(s), (RFP, Contract Renewals, and Program Standards)	45 Pages

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 2020, as amended.

4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement 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.

Available funds may supplement but not replace other funds.

5. RENEWAL

This Agreement may be eligible for renewal in each of the subsequent three years following the initial RFP cycle, 2022-2026 and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

6. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

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

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all

counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

9. 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 A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, 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 A12AA property, dishonesty, or theft.

D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in its sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

10. DISPUTES

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

Contractor shall continue with the responsibilities under this Agreement during any dispute.

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 Tuolumne, State of California.

11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

iii. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher

levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows: $750,000 if seating capacity is under 8; $1,500,000 if seating capacity is 8-15; $5,000,000 if seating capacity is over 15, unless otherwise amended by future regulation.

v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim.

vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging."

vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

12. 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.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Federal – Older Americans Act (OAA) 2020 Reauthorization (Section 330-339)
https://acl.gov/about-acl/authorizing-statutes/older-americans-act
Administration for Community Living (ACL) https://acl.gov/ Title IIIC Nutrition
Dietary Guidelines for Americans, 2020-2025
https://www.dietaryguidelines.gov/
California Department of Aging (CDA) https://www.aging.ca.gov/
State – California Department of Aging Laws & Regulations:
California Welfare and Institutions Code
California Code of Regulations
Title 22, Division 1.8, California Department of Aging
California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment
This document is under the "Guidelines" section on the page.
United States Code (USC), Title 42, Chapter 35 - Programs for Older Americans
CDA Services Categories and Data Dictionary, Revised July, 2024
https://aging.ca.gov/download.ashx?lE0rcNUV0zb%2FeBOVwxlurw%3D%3D
Older Californians Act
https://aging.ca.gov/download.ashx?lE0rcNUV0zY2J4QRLd2%2F4Q%3D%3D
Older Californians Nutrition Program Menu Guidance
https://www.aging.ca.gov/download.ashx?lE0rcNUV0zZ%2FmnswDwFAig%3D%3D

14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal: Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held confident whenever possible. All other information will be considered public.

16. 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 A12AA. 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.

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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) **Mariposa County Health & Human Services Agency, Adult & Aging Services**
BY (Authorized Signature)
PRINTED NAME AND TITLE OF PERSON SIGNING DATE SIGNED Kristina Keheley Mariposa County Health + Human Services Agency Director
ADDRESS PO Box 99, Mariposa, CA 95338
AGENCY NAME **Area 12 Agency on Aging**
BY (Authorized Signature) DATE SIGNED Kristin Millhoff 6-5-25
PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Millhoff, Executive Director
ADDRESS 19074 Standard Road, Suite A, Sonora, California 95370

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III Programs

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR 1321); Title 22, California Code of Regulations (CCR), Section 7100 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).

2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

3. **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all the following criteria: [22 CCR 7638.7(a)]

   a. Be open to the public. [45 CFR 1321.53(b)(3)]

   b. Not means tested. [OAA §315(b)(3)]

   c. Provide participants with the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4);22 CCR 7638.9]

   d. Not receiving funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

5. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.

   a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.

   b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

6. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals, including via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135; 22 CCR 7638.7(c)]

7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each *Planning and Service Area* (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year. NSIP funding suspended as of 7-1-2025.

8. **Matching Contributions** means local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

9. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

10. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

11. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:

a. Voluntary contributions received from a participant or responsible party as a result of services received.

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract-supported activities.

d. Proceeds from sale of items fabricated under a contract agreement.

12. **One-Time-Only** include the following:

a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). [22 CCR 7314(a)(6)]

b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]

c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]

13. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

14. **Eligible Service Population** for Title III B and D means individuals age 60+, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]

15. **Eligible Service Population** for Title III C-1 and C-2 means individuals age 60+, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); 22 CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]

a. Individuals eligible to receive a meal at a congregate nutrition site are:

(i) Any older individual.

(ii) The spouse of any older individual.

(iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

(iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:

(i) Frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].

(ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.

(iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

16. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

17. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for American; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. A12AA performs this function, and the providers agree to participate with A12AA.

ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.

3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.

4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).

6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).

7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).

8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of

contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 45 75.352] Onsite program monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year. Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.

11. Maintain or increase the number of Title III C-1 and C-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

12. Monitor nutrition programs. Food facilities or central kitchens (i.e. sites that store, prepare, package or portion food) must be monitored on-site annually by the A12AA Registered Dietitian (RD) as required by Title 22 Section 7634.3 (d). Non-food facilities that only distribute packaged meals (i.e., do not store, prepare, package or portion food), therefore does not meet the California Retail Food Code definition of a 'food facility', must be monitored at least every other year on-site. Sites must be monitored using a standardized procedure developed by the A12AA that ensures all sites are monitored systematically. A12AA policies and procedures must guarantee the following:

    a. A12AA RD monitoring of each food facility annually on-site.
    b. A12AA RD monitoring of non-food facility nutrition sites (i.e., sites that do not store, prepare, package, or portion food) at least every other year on-site.
    c. A12AA RD monitoring of non-food facility nutrition sites more often if they are at increased risk for food safety violations or have a history of corrective actions. [22 CCR 7634.3(d)]

13. A12AA will provide support and technical assistance to the Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.

17. Maintain a program data collection and reporting system as specified in Exhibit E.

18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.

19. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4). NSIP funding suspended as of 7-1-2025.

20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

21. Provide a home delivered meal to an eligible individual who is:

    a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
    b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
    c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
    d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).

22. Report a meal only once either as a Title III meal or a Title VI meal.

23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any

similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]

25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B). Focal points in PSA 12 are ACSC, Murphys Senior Center, Calaveras Senior Center, Mariposa County Senior Center, Tuolumne County Senior Center.

26. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

27. Provide a home-delivered meal for an eligible individual. [22 CCR 7638.7(c)]

28. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance. (OCNP Menu Guidance)

29. To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

30. Annually assess each Title IIIC-1 and C-2 client's nutrition risk using the Determine Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)] To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the OAA Intake and Assessment Forms Guide 2024

31. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.

ARTICLE III. SCOPE OF WORK, SPECFIC GOALS AND OBJECTIVES

A. ***Congregate Meals:*** Provision of a meal to eligible individuals in a congregate group setting at a nutrition site, senior center or some other congregate setting, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5)

The following units of service are required for a qualified nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal served;

1. **CONTRACTOR** shall make services available to all persons age 60+ and other qualifying individuals under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. **CONTRACTOR** shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. **CONTRACTOR** shall provide Congregate Meal services as described in the program proposal for Congregate Meals for FY 2025-2026.

4. **CONTRACTOR** shall provide a total of 10,000 units of congregate nutrition to a total number of 500 unduplicated persons eligible for service under the Title IIIC-1 award.

5. **CONTRACTOR** shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

6. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for all contracted programs.

7. **CONTRACTOR** shall provide contracted services to primarily Mariposa County residents.

8. All services shall be provided by June 30, 2026.

B. ***Home-Delivered Meals:*** Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. (Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5)

The following units of service are required for a qualified nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025.

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons age 60+, and other qualifying individuals, under this service Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY 2025-2026.

4. CONTRACTOR shall provide a total of 13,000 units for a total of 65 unduplicated persons eligible for service under the Title IIIC-2 award.

5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

6. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for all contracted programs.

7. **CONTRACTOR** shall provide contracted services to Mariposa County residents.

8. All services shall be provided by June 30, 2026.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

C. ***Transportation:*** To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e., home, doctor office, pharmacy) to another.

UNIT: One one-way trip.

Transportation services shall be provided to persons who are age 60+ and reside within Mariposa County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons age 60+ under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;

b. Persons requesting services who reside outside the program's established geographic service boundaries; and
c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY 2025-2026.

4. **CONTRACTOR** shall provide a total of 3,000 units of Transportation service for a total of 100 unduplicated persons eligible for service under the Title IIIB award.

5. **CONTRACTOR** shall perform the service of transportation in the County of Mariposa and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.

6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.
b. Provide individual documentation of the need for out-of-county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on the intake sheet to determine use of transportation funds.
c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.

7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.

8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.

9. **CONTRACTOR** shall provide transportation services to Mariposa County residents.

10. All services shall be provided by June 30, 2026.

ARTICLE I. FUNDS

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by Contractor to maintain or expand the activities of the Long-Term Ombudsman Program.

3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources (CalHR) rules and regulations.

   In-State:
   - Mileage/per diem (meals and incidentals)/Lodging: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   Out-of-State:

   - http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting Contractor from paying from funds other than those provided by A12AA any differences in costs between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the A12AA and the California Department of Aging (CDA). [SCM 3.17.2.A(4)]

4. A12AA reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by the A12AA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Contractor and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200; 45 CFR 75]

2. Financial Management Systems

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302 as well as those stipulated in 2 CFR §200.302.

Financial Management:

a. Financial Reporting
b. Accounting Records
c. Internal Control
d. Budgetary Control
e. Source Documentation
f. Cash Management (written procedures)
g. Allowable Costs (written procedures)
h. Complete Disclosure

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to A12AA immediately upon written demand any funds provided under this Agreement which are not payable for goods and services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of funds in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to A12AA and the California Department of Aging (CDA) by the United States Government for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the CDA, the State of California or by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State and A12AA Liability

Payment for performance by Contractor shall be dependent upon the availability of future appropriations by the State of California or by Congress for the purposes of this contract and approval of an itemized Area Plan Budget. No legal liability on the part of the State or A12AA for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by A12AA, and Contractor has received an executed Agreement.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the State of California, or by Congress for the purposes of this program, A12AA shall have the option to either:

- Terminate this Agreement pursuant to Exhibit D, Article XII, A of this Agreement; or
- Offer an amendment to this Agreement to reflect the reduced funding for this contract.

b. In the event that A12AA elects to offer an amendment, it shall be mutually understood by both parties that (1) A12AA reserves the right to determine which agreements, if any, under this program, shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that A12AA shall determine in its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest earned on advances of federal funds up to $500 per year for local government agencies or $250 for non-profit organizations to be used for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to A12AA. [2 CFR 200.305(b)(9); [45 CFR 75.305 (b)(9)]

2. If, as a result of advanced funds, Contractor earns interest on funds awarded by the A12AA, the interest shall be identified as non-match cash. [2 CFR 200.305 (b)(8)];45 CFR 75.305 (b)(8)]

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least annually, to A12AA. [45 CFR 75.305(b)(8)].

F. Fiscal Provisions

1. The Contract must be approved prior to release and disbursement of any program funding included within this Contract via the budget displays.

2. Budgets must be approved by A12AA's Fiscal Department prior to any disbursement of funding.

3. Contractor shall follow other fiscal provisions and terms as outlined in the Contract.

ARTICLE II. BUDGET AND BUDGET REVISION

A. Contractor shall be compensated for expenses only as itemized in the approved Contractor budget with the exception of line-item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until Contractor's budget(s) are reviewed, approved and executed by A12AA. The approved budget(s) are hereby incorporated by reference into this Agreement as a part of this Exhibit B.

B. Contractor shall submit electronically the original Contractor Budget(s) with its Proposal, the Contract Renewal Proposals, and this Agreement.

C. Contractor budget(s) must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Contractor budget(s) shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430.

   a. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
   (i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
   (ii) Be incorporated into the official records of the non-federal entity;
   (iii) Reasonably reflect the total activity for which the employee is compensated by the non-federal entity, not exceeding 100% of compensated activities;
   (iv) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a federal award and non-federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
   (v) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to federal awards.

   b. Salaries and wages of employees used in meeting cost sharing or matching requirements on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

2. Fringe Benefits – specified for each funding source.

3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source.

4. Staff Training – attendance cost for necessary training, specified for each funding source.

5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source.

6. Supplies – to include items below the $5,000 equipment threshold, specified for each funding source.

7. Contractual costs – subcontractor and consultant cost details, specified for each fund source.

8. Food – used in delivering Congregate and Home-Delivered Meals.

9. Other – Facilities, operating expenses, and other ordinary and necessary costs specified for each funding source.

10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. Or Indirect Costs – costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable as a direct cost.

11. Sub recipient Contractor Services – summary costs for subcontracted programs specified for each funding source.

12. Rent – total cost per funding source.

D. Contractor shall submit any budget revisions electronically by the deadline set by A12AA.

E. The final date to submit budget revisions is April 15, 2026, unless otherwise specified by A12AA. Budget revisions must be submitted electronically.

F. Budget Service Category Transfers

1. Contractor may transfer funds between budget service categories under the following terms and conditions:

   a. Contractor must submit a revised budget to A12AA for any transfer of funds for each funding source - Title IIIB, IIIC-1, IIIC-2, and Title VIIa and VIIb.

   b. Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available upon request and shall be maintained in the same manner as all other financial records.

2. Approved transfers and budgets will be incorporated by reference into the current agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified term of this Agreement.

G. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is not to exceed fifteen percent (15%) of Contractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. [CFR 200.414(c)(1)(f)] [45 CFR 75.414(c)(1)(f)].

   Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MDTC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from A12AA prior to budgeting the excess indirect costs as in-kind.

3. Contractor requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Titles IIIB, IIIC, VII Ombudsman, and VIIb Elder Abuse Prevention programs, program income must be spent before allocated funds (except as noted in 4) and may reduce the total amount of funds payable to Contractor.

4. For Titles IIIB, IIIC, VII Ombudsman, and VIIb Elder Abuse Prevention programs, if program Income is earned in excess of the amount reported in the Contractor's budget(s), the excess amount may be deferred for use in the first quarter of the following agreement period, which is the last quarter of the federal fiscal year.

5. If Program income is deferred for use it must be used by the last day of the Federal fiscal year and reported when used.

6. Program income may not be used to meet the matching requirements of this Agreement.

7. Program income must be used to expand baseline services.

B. <u>One Time Only (OTO) Funds</u>

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a Contractor that has a valid agreement with A12AA. All agreements shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Titles III and VII federal program OTO funds shall be used for the following purposes:

   a. The purchase of equipment which enhances the delivery of services to the eligible service population must be an allowable cost of the program.

   b. Home and community-based projects that are approved in advance by A12AA and CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects which are approved in advance by A12AA and CDA, are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, A12AA shall ensure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services require advance approval by A12AA. Expenditures for baseline services do not require advance CDA approval.

4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program. NSIP funding suspended as of 7-1-2025.

C. Matching Contributions

'Matching Contributions' means local cash and/or in-kind contributions made by Contractor or other local resources that qualify as match for agreement funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of Contractor.

3. Matching contributions must only be used for allowable costs in accordance with the Office of Management Budget (OMB) cost principles.

4. In-kind contributions shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement. Any questions regarding in-kind or other unusual contributions must be directed to A12AA Executive Director.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Titles IIIB, IIIC-1, IIIC-2 and IIIE.

E. Equipment

Equipment/Property with per unit cost over $5000 or any computing devices, regardless of cost requires justification from the Provider and prior approval from A12AA and CDA and must be included in its approved Provider Budget.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. For Titles IIIB, IIIC, IIIB Ombudsman, VIIb Elder Abuse Prevention, VIIa Ombudsman, Supplement, Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds.

Contractor shall prepare and submit a monthly expenditure report in an electronic format and a request for funds by the 15th of each month unless otherwise specified by A12AA. The report shall include all costs and funding sources for the prior month.

C. A12AA shall review requests for payment to ensure compliance with the approved Contractor budget(s).

D. Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor. NSIP funding suspended as of 7-1-2025.

E. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Contractor, until such time as A12AA determines that financial management standards are met.

F. Matching Requirements

1. Program matching contributions for Titles IIIB, not including Ombudsman, and IIIC is 15.3 percent.

2. Minimum matching requirements are calculated on net costs, which are total costs, less program income, non-matching contributions, and State funds.

3. Program matching contributions for Titles IIIB, not including Ombudsman, and IIIC can be pooled to meet the minimum requirement of 15.3 percent.

4. Matching contributions generated more than the minimum amount required are considered overmatch.

5. Of the total minimum matching contributions required for Titles IIIB, not including Ombudsman, and IIIC, at least 25% must be from local public agencies (i.e., city and county governments, school districts, special districts, and water districts).

ARTICLE V. CLOSEOUT

A. The Financial Closeout Report and the Report of Property Furnished/Purchased (Program Property Inventory Certification) with Agreement Funds shall be submitted annually to A12AA, within fifteen (15) calendar days following the end of the fiscal year, or within fifteen (15) days following termination prior to the end of the term, unless otherwise specified by the A12AA. All contractors are required to submit Closeout Reports as instructed by the A12AA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

C. Final expenditures must be reported to A12AA in accordance with the approved program budget(s).

ARTICLE VI. RENEWAL

If funding for services provided by this Agreement is appropriated in the A12AA proposed Fiscal Year 2025-2026 budget, and such funds are received from CDA, this Agreement may extend on a month-to-month basis after June 30, 2025, until such time as a new agreement may be executed between the parties before September 30, 2025, or this Agreement is terminated pursuant to Exhibit C, #7, and Exhibit D, Article XII, hereof, whichever comes first.

GENERAL TERMS & CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. [Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896]

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

   If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

6. DISPUTES: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

   Contractor shall continue with the responsibilities under this Agreement during any dispute.

   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 Tuolumne, State of California.

7. TERMINATION FOR CAUSE: A12AA may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination A12AA may proceed with the work in any manner deemed proper by A12AA. All costs to A12AA shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of A12AA in the performance of this Agreement.

9. RECYCLING CERTIFICATION: Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to A12AA regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges comply. [Pub. Contract Code §12205].

10. NON-DISCRIMINATION CLAUSE: Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45

Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 (Attachment A) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. Government Code Section 4550 contains the following definitions:

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

2). "Public purchasing body" means the State or the subdivision or agency making public purchases.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. [Government Code Section 4552]

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. GENERAL DEFINITIONS

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, Exhibits A, B, C, D, E, F, G, and H, and an approved Budget Display, and if applicable, a Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.

2. "State," "Department," and "CDA" mean the State of California and the California Department of Aging interchangeably.

3. "A12AA" "Area 12 Agency on Aging", means the Area 12 Agency on Aging interchangeably.

4. "Contractor" means the entity that receives funds from A12AA to provide direct services identified in this Agreement. Contractor is accountable to A12AA for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

5. "Reimbursable item" also means "allowable cost" and "compensable item."

6. "CFR" means Code of Federal Regulations.
"CCR" means California Code of Regulations.
"GC" means Government Code.
"Welf. & Inst. Code" means Welfare and Institutions Code.
"USC" means United States Code.
"Cal. Civ. Code" means California Civil Code.
"Cal. Pub. Con. Code" means the California Public Contract Code.
"PM" means Program Memo which is issued by CDA.
"Cal. Gov. Code" means California Government Code.
"HHS" means United States Department of Health & Human Services.
"HSC" means California Health & Safety Code.
"OAA" means Older Americans Act.
"OMB" means Office of Management & Budget.

7. "Vendor" means an entity providing goods or services for Contractor during Contractor's performance of this Agreement. "Vendor" means the legal entity that receives funds from Contractor to provide specific services. Vendors shall provide specific services described in Exhibit #1 of the Vendor Agreement, titled "Description of Services" and fulfill the responsibilities of the vendor found in the Vendor Agreement under the "Scope of Work".

8. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a

final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)

9. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)

10. "Questioned costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and condition of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)

11. "Recoverable cost" means the state and federal share of the questioned cost identified from an audit. (2 CFR 200.1 and 45 CFR 75.2)

B. Resolution of Language Conflicts

Conflicts in language shall be resolved in the following order of priority:

1. The Grant terms and conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Title 22 CCR §7000 et. seq.;
5. Standard Agreement, all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference, including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at

https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by A12AA and CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any vendors to administer their contracts in accordance with this Agreement, and with all applicable A12AA, local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment.

Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 4/2017), located https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to CDA once every three (3) years and shall be furnished upon request by CDA. In addition, Provider shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC Section 2000d; 45 CFR Part 80], which prohibits recipients of Federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. Americans with Disabilities Act

Contractor assures the State and A12AA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC Sections 12101 et seq.]

4. California Civil Rights Laws

Contractor shall ensure compliance with the requirements of Cal. Public Contract Code §2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960 et seq.); and ensures

Contractor internal policies are not used in violation of California Civil Rights Laws.

C. Standards of Work

Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

D. Professional Standards of Conduct

Contractor is responsible for ensuring the public trust by avoiding any situation that creates a real or perceived misrepresentation. Generally, misrepresentation occurs when a personal interest may intertwine with a professional interest. This may specifically occur when an employee or volunteer enters the online world.

A12AA encourages Contractor, in the performance of the services agreed to be performed, to adhere to professional standards of conduct. As the internet and electronic communications play an ever-increasing role in our work and personal lives, Contractor must always be mindful of its responsibilities as a provider of direct public services. If an employee uses social media and includes his or her affiliation or title or comments on matters related to their organization or A12AA, the line between public and private, personal and professional can be blurred.

Assume everything you, your staff or volunteers write online becomes public. Information from your Facebook page, blog entries, tweets and other social media outlets, can be easily circulated beyond your intended audience. This content, therefore, represents you and your organization to the general public. As a result, when using social media, staff/volunteers should use caution and exhibit sound judgment.

Before using social media or information shared online to communicate about matters affecting Contractor or A12AA, A12AA encourages Contractor to review the information. Be sure the information is ethical, does not represent political activity, does not discriminate or harass, does not disclose non-public information, does not make false or misleading statements, and does not make disparaging comments about other likeminded organizations.

These same standards of conduct should be demonstrated while staff or volunteers are representing Contractor in a public venue.

E. Conflict of Interest

1. Contractor shall prevent its employees or consultants from using their positions for purposes including, but not limited to, the selection of vendors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State or A12AA determines that a conflict of interest exists, any increase in

costs associated with the conflict of interest may be disallowed by the State or A12AA and such conflict may constitute grounds for termination of this Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, A12AA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with vendors:

   a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).

   b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

   c. Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) (29 CFR, Part 5, 6, 7, 8).

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of

October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).

2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by A12AA and CDA.

3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from A12AA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 USC 7401]

2. Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR, Part 29 and Executive Order 11738]

4. Cal. Pub. Contract Code Section 10295.3.

5. Pub. Contract Code Section 2010.

J. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief that it and its vendors [45 CFR §92.35]:

a. Are presently not debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Contractor shall report immediately to A12AA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors.

3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by A12AA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of its vendor(s).

K. Agreement Authorization

1. If a public entity, Contractor shall submit to A12AA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit entity, Contractor shall submit to A12AA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order or motion by the Governing Board of Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.

2. This staff shall be available to A12AA for training and meetings, which A12AA may find necessary from time to time.

M. Corporate Status

1. Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, Contractor shall be

in good standing with the Secretary of State of California and shall maintain that status throughout the term of Agreement.

2. Contractor shall ensure that any vendors providing services under this Agreement shall be of sound financial status. Any contracting private entity, corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout this term of the Agreement.

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement until satisfactory status is restored.

N. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his/her/its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all vendors (including grants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all vendors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.

5. This certification is a prerequisite for making or entering into this Agreement imposed by 31 USC 1352.

6. 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.

O. Contractor or vendor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. EXECUTED AGREEMENT

A copy of this Agreement shall be filed and available for inspection at A12AA, 19074 Standard Rd., Suite A, Sonora, California 95370.

ARTICLE IV. COMMENCEMENT OF WORK

Contractor shall not begin work in advance of approval of the Agreement by A12AA. If this Agreement is not approved and Contractor has begun work, Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. A12AA has no legal obligation unless and until this Agreement is approved.

ARTICLE V. VENDOR AGREEMENTS

A. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any vendor agreements and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other manners of a contractual nature. The Decision of the A12AA is final, and the vendor has no right of appeal to the California Department of Aging.

B. In the event any vendor is utilized by Contractor for any portion of this Agreement, Contractor shall retain the prime responsibility for all the terms and conditions set forth in the Agreement including but not limited to, the responsibility for preserving A12AA' s and the State's copyrights and rights in data in accordance with Article XVIII of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of vendors in accordance with Article VI of this exhibit.

C. Funds for this Agreement shall not be obligated in vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and A12AA has agreed in writing to permit the specific expenditure for a specified period.

D. Contractor shall have no authority to contract for or on behalf of A12AA or incur obligations on behalf of A12AA.

E. Copies of vendor agreements, memorandums and/or letters of understanding shall be on file with Contractor and shall be forwarded to A12AA with each proposal and budget.

F. Contractor shall monitor the insurance requirements of its vendors in accordance with Article XI of this exhibit.

G. Contractor shall require language in all vendor agreements to indemnify, defend, and save harmless A12AA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

H. Contractor shall complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.

1. Monthly program reports are due electronically on the 5th working day of each month.

2. Monthly fiscal reports are due electronically on the 15th of each month.

3. The last budget revision is due to A12AA no later than April 15th of each fiscal year.

4. Closeout reports are due to A12AA no later than July 15th of each fiscal year.

I. Contractor shall maintain adequate staff to meet the requirements of this Agreement. This staff shall be available to A12AA for training and meetings, which A12AA and CDA may find necessary from time to time.

J. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE VI. RECORDS

A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of

Understanding, clients' records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA. All records pertaining to the Agreement must be made available for inspection and audit by the A12AA, State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Contractor: (1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statue, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as A12AA and CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in item 1 above. Contractor shall ensure that any resource directories and all client records remain the property of A12AA upon termination of this Agreement and are returned to A12AA or transferred to another Contractor as instructed by A12AA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of A12AA and CDA and so stated in writing to Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by A12AA under this Agreement. Source documentation includes but is not limited to: vendor or subcontractor invoices, bank statements, and cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by A12AA and/or CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article VI, Article XVIII, Article IX and Exhibit F of this Agreement. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

G. Security Awareness Training

1. Contractor's employees, vendors, subcontractors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.

2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

H. Public Records Act

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held confident whenever possible. All other information will be considered public.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

B. Property acquired under this agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:

1. Has a normal useful life of at least 1 year;

2. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);

3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, i-Pads and cellphones);

4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and

5. Be used to conduct business under this Agreement.

C. Noncapitalized property are the items which do not meet all three requirements in Section B above.

D. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property

include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

F. Contractor shall request approval from A12AA following the A12AA's *Inventory Instructions, Provider Responsibilities,* when purchasing items with a per unit cost of $5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.

G. Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, whether capitalized or not. Contractor shall record at a minimum: date acquired, item description including model number, A12AA issued tag number, serial number (if applicable), purchase cost, fund source. Contractor shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or by A12AA for Contractor with funds awarded under this Agreement or any predecessor agreement for the same purpose. Contractor shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA, unless further restricted by Exhibit E, where applicable.

H. Disposal of Property

1. Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of $5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall follow A12AA's *Inventory Instructions, Provider Responsibilities,* and use the *Inventory Transfer/Disposal Form* provided by A12AA staff to dispose of property. Property is not to be disposed of until approved by A12AA. (A12AA submits both the CDA 248 and STD 152 and must receive approval from CDA before disposing of property.) Contractor will be liable to repayment of purchase price of equipment if they dispose of the equipment without prior approval from A12AA and CDA.

2. Contractor must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Contractor must follow the instructions outlined on *Certification for Computing Media Sanitation,* a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to,

magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.

I. Any loss, damage, or theft of equipment shall be investigated and fully documented and Contractor shall promptly notify A12AA and shall provide copies of investigative documentation and police reports as requested by A12AA. A12AA will notify CDA. [CFR 215.34]

J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.

K. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from A12AA regarding the final disposition of the property.

L. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to A12AA. A12AA reserves the right to require Contractor to transfer such property to another entity or to A12AA.

M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Contractor's dissolution, A12AA will issue specific written disposition instructions to Contractor.

N. Contractor shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Contractor with written approval of A12AA may use the property for other purposes in this order:

1. Another A12AA program providing the same or similar service; or

2. State or federally funded program.

O. Contractor may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.

P. Contractor shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

ARTICLE VIII. ACCESS

Contractor shall provide access to A12AA, any federal or State contracting agency, the Bureau of State Audits, the Controller General of the United States, the Comptroller, General of the United Sates, or any of their duly authorized representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized A12AA and State representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures and procurement audits, inspections of project premises, when applicable, inspection of food preparation sites, and interview of project staff and participants. (45 CFR 92.36(i))

B. The Contractor shall cooperate with A12AA and the State in the monitoring and evaluation processes, which include making any administrative and fiscal staff available during any scheduled process.

C. Contractor shall monitor subcontracts and vendor agreements to ensure compliance with laws, regulations, and provisions of contracts or grant agreements that may have a direct or material effect on each of its A12AA funded and CDA funded programs.

D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA or CDA.

E. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

F. Welfare & Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000-9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General Provisions [9100-9114] Section 9201(a) states that the State Unit on Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the A12AA and the State. CDA AAA Based Teams and Office of the Long-term Care Ombudsman conduct onsite/remote monitoring visits to ensure that AAAs are in compliance with all federal and State laws, regulations, policies, contracts or grant agreement (Administrative); Performance goals are

achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every four years as resources permit.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, A12AA Staff and any entity selected by A12AA to perform inspections, shall have the right to monitor and audit Contractor providing services under this Agreement through on-site inspections, audits and other applicable means the A12AA determines necessary. In the event that A12AA is informed of an audit by an outside federal or State government entity affecting the Contractor, A12AA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the A12AA or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. A12AA Fiscal and Compliance Audits

1. The A12AA Fiscal department shall enlist outside entities to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The A12AA fiscal and compliance audits may include, but not be limited to, a review of:

a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)

b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)

c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)

d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

e. Equipment expenditures and approvals (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subparts F & 45 CFR 75 Subparts F)

1. Contractor Single Audit Reporting Requirements

a. Contractors that expend $750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; Single Audit Act Amendments of 1996, Public 104-156; and 2 CFR Part 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA: Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370.

b. The copy shall be submitted within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related Federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

d. For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available to A12AA review.

3. Contractor shall have the responsibility for resolving its contracts with its vendors and subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.

4. The Contractor shall ensure that single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.

5. Contract resolution includes:

a. Ensuring that contractors expending $750,000 or more in federal awards during the contractor's fiscal year has met the audit requirements of the 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

b. Issuing a management decision on audit findings within six months after receipt of the Contractor's single audit report and ensuring that Contractor takes appropriate and timely corrective action.

c. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other alternate procedures if Contractor was not subject to the single audit requirements. For a contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to A12AA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).

6. When alternative procedures are used, Contractor shall perform financial management system testing which provides, in part, the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over and accountability for all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]

   g. Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

   h. Determining whether the results of the reconciliations performed necessitate adjustment of Contractor's own records.

7. The Contractor shall ensure that the requirements of the 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first. [2 CFR 200.512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509, 45 CFR 92.36(i)]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200 and 45 CFR Part 75, Subparts F - Audit Requirements.

8. Requirements identified in this Agreement shall be included in Contractor's contracts/agreements with subcontractors. Further, Subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards. A12AA and the CDA shall have access to all audit reports and supporting work papers, and A12AA and the CDA have the option to perform additional work, as needed.

9. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

D. Contractor shall cooperate with and participate in any further audits which may be required by A12AA or CDA.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, Contractor shall provide for the term of this Agreement, the following insurance:

1. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks.

2. Automobile Liability insurance including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

3. Automobile Liability for Charter-Party Carriers: If applicable, contractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   $750,000 if seating capacity is under 8
   $1,500,000 if seating capacity is 8 – 15
   $5,000,000 if seating capacity is over 15

   unless otherwise amended by future regulation.

4. Professional Liability: Professional liability of not less than $1,000,000 as it appropriately related to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. All programs except Title V.

5. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized vendor to obtain such insurance for its employees).

B. The insurance shall be obtained from an insurance company acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the A12AA and the California Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the A12AA or ten (10) days written notice if the reason for cancellation is for non-payment of any insurance premium.

2. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ." Professional liability coverage is exempt from this requirement.

3. The Area 12 Agency on Aging shall be named the certificate holder and the A12AA address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, Contractor agrees to provide A12AA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining term of this Agreement or for a period not less than one (1) year. In the event Contractor fails to keep in effect at all times said insurance coverage, A12AA may, in addition to any other remedies it may have, terminate this Agreement.

E. Contractor shall require its subcontractors and vendors under this Agreement, other than units of local government which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require all of its subcontractors and vendors to hold Contractor harmless. The subcontractor's or vendor's Certificate of Insurance for general and auto liability shall also name Contractor, not A12AA, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its vendors and forward copies to A12AA if requested.

F. A copy of each appropriate Certificate of Insurance referencing this Agreement number and specific programs, or letter of self-insurance, shall be submitted to A12AA with this Agreement.

G. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

A copy of all volunteer and employee drivers' insurance coverage and licenses shall be reviewed at the yearly monitoring by A12AA a minimum of once a year or whenever an update and/or change is required.

ARTICLE XII. TERMINATION

A. Termination Without Cause

A12AA may terminate performance of work under this Agreement, in whole or in part, if A12AA determines that a termination is in A12AA' s best interest. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the Notice. The parties agree that if the termination of this Agreement is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the Notice. The parties agree that the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void. Upon receipt of a Notice of Termination, the Contractor shall submit to A12AA for submission to CDA, a Transition Plan as specified in Exhibit E.

B. Termination for Cause

A12AA may terminate, in whole or part, for cause the performance of work under this Agreement upon 30 days written notice to Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to a threat to life or the health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to, the following:

1. A threat to life, health, or to the safety of the public. (Termination of this Agreement shall be effective immediately.)

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that Contractor is in an unsatisfactory financial condition as determined by an audit by A12AA and/or Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. A finding of debarment or suspension.

11. Contractor's organizational structure has materially changed.

12. A12AA determines that Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice

After receipt of a Notice of Termination, and except as directed by A12AA, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts or vendor agreements for materials, or services, except as necessary to complete the continued portion of this Agreement.

3. Terminate all subcontracts or agreements to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of vendor agreements (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, or to the health or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and the effective date for Termination without Cause is 90 days subsequent to written notice to Contractor. The notice shall describe the action being taken by A12AA, the reason for such an action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

Title III Only - Pursuant to Title 22, Section 7210, Contractor may voluntarily terminate this Agreement prior to its expiration either by mutual agreement with A12AA or upon 30 days written notice to A12AA. In case of voluntary termination, Contractor shall allow A12AA for up to 180 days to transition services. Contractor shall submit a Transition Plan in accordance with Exhibit E.

Non-Title III Programs – In the event the Contractor no longer intends to provide services under the Agreement, the Contractor shall give A12AA Notice of Intent to Terminate. Such notice shall be given in writing to A12AA at least 180 days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Contractor shall submit a Transition Plan in accordance with this Agreement.

F. In the event of a termination, A12AA will present written notice to Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Contractor shall notify A12AA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

C. Failure by the Contractor to take necessary actions required by amendments to this Agreement shall constitute a material violation.

D. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, or overnight mail, postage

prepaid, return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to A12AA for Contractor's change of legal name, main address, or name of Director shall be addressed to the Executive Director of A12AA on Contractor's letterhead.

C. All other notices except for those identified in Section B of this Article, shall be addressed to A12AA, 19074 Standard Rd., Suite A, Sonora, CA 95370. Notices mailed to Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of A12AA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by A12AA to Contractor upon full execution of this Agreement.

B. Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an ACR form to A12AA with this signed Agreement. The ACR's address, phone number, e-mail address, and FAX number shall be included on the form. For any change in this information, Contractor shall submit an amended ACR form. This form may be requested from A12AA.

XVIII. COPYRIGHTS, TRADEMARKS, AND RIGHTS TO DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, A12AA reserves the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in Section B of this article.

2. Contractor may request permission to copyright material by writing to the Executive Director of A12AA. The Executive Director will contact the CDA's Director for permission to copyright and shall consent to or give the reason for denial to Contractor in writing within ninety (90) days of receipt of the request.

3. If the material is copyrighted or trademarked with the consent of A12AA and CDA, the State and federal awarding departments reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. At any time during

the term of this Agreement Contractor shall deliver to A12AA upon request, any materials, systems, or other items developed, refined, or enhanced using funds from this Agreement.

4. On all publications funded solely or in part by this Agreement, Contractor shall include the following acknowledgement: "This publication has been created or produced by the Area 12 Agency on Aging with financial assistance, in whole or in part, through funds from the Administration for Community Living." Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U. S. Department of Health & Human Services or A12AA and Contractor should not assume endorsement by the federal or State government.

5. Contractor certifies that it has appropriate systems and controls in place to ensure that A12AA funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of A12AA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within sixty (60) days after the written request is received by A12AA. A12AA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, A12AA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and Federal law all subject data delivered under this Agreement.

ARTICLE XIX. SUBCONTRACTS

1. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

2. The Contractor is responsible for carrying out the terms of the Agreement and these Exhibits, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract responsibilities to any other entity.

3. The Contractor shall, in the event any subcontractor is utilized by Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XVIII of the Agreement, for handling property in accordance with Article VII, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article V of this Agreement.

4. The Contractor shall not obligate funds for the provision of services outlined within this Agreement and the MOU in any subcontracts for services beyond the ending date of the Agreement.

5. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

6. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of A12AA.

7. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Agreement.

8. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds provided in support of the services within the Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor in the performance of the services outlined in the Agreement.

9. The Contractor shall ensure the Subcontractor will complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure

documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.

10. Small contracts (under $100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, a Contractor need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows:

a. Pre-Award Review: The Contractor shall submit the following to A12AA for review and approval for small contract (under $100,000 in the aggregate) to a for-profit entity:
i. Documentation that the aggregate value of the contract with any entity is less than $100,000
ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discusses whether a potential or actual conflict of interest exists
iii. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead.
b. A12AA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.
c. The Contractor shall maintain all the following for a period of three years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto. 2) A statement of the criteria used to approve awards. 3) Copies of the award documents and contracts entered pursuant to Section 7364. 4) Other information as requested by 45 CFR 92.36(b), [CCR Title II, Section 7352(h)] as well as A12AA's determination letter.
d. Because 'requirements' under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of 'aggregate' for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352(g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require each Contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than $100,000, the small contract procedures may be used.

11. Contracts over $100,000 in the aggregate for any entity must follow a competitive process [CCR 7352].

The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to A12AA for review and approval:

a. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)].

b. All bid proposals received. [22 CCR 7362(a)(2)].

c. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362(a)(3)].

d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement. for performance of a program specific audit of the subcontracted program by an independent audit firm.

12. The Contractor shall require all subcontractors to maintain adequate staff to the subcontractor's Agreement with the Contractor. This staff shall be available to the A12AA for training and meetings which the A12AA may find necessary from time to time.

13. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

14. The Contractor shall refer to 2 CFR 200.331, Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

15. The Contractor shall utilize procurement procedures as follows:
    a. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
    b. For goods and services purchased with Title III or Title VI funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.

3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. Contractor assures that when an existing facility has been altered with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

   a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed $30,000.

   b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of the Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

   c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.

9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by A12AA or its contractors.

10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

11. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3)
93.042	Special Programs for the Aging-Title IIIB/VIIA, Chapter 2-Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2)
93.043	Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID)
93.044	Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB)
93.045	Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP) NSIP funding suspended as of 7-1-2025.

'Cluster of programs' means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and

development, student financial aid, and other clusters. "Other Clusters" are as defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services. NSIP funding suspended as of 7-1-2025.

12. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements. [OAA § 315(b)]:

    a. The Contractor for any Title III or Title VIIA services shall not use means tests.

    b. Any Title III or Title VIIA client that does not contribute toward the cost of the services received shall not be denied services.

    c. Methods used to solicit voluntary contributions for Title III and Title VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.

    d. Each Service Provider will:

        (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
        (ii) Comply with provisions for voluntary contributions [OAA§325(b)]
        (iii) The Nutrition services provider must develop a suggested amount. When developing this contribution amount the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9(b)]
        (iv) Title IIIC-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9(c)]
        (v) Title IIIC-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

(vi) Clearly inform each recipient that there is no obligation to contribute, and that the contribution is purely voluntary.

(vii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

(viii) Establish appropriate procedures to safeguard and account for all contributions.

(ix) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]

13. Any Title III and Title VII service shall not implement a Cost Sharing program unless notified by A12AA.

14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].

15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.

16. Individual client contributions shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.

18. Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the type of clients served by Contractor and how OES will address their needs in the community.

19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA.

20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:

    a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.

c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.

21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.

23. Service Providers of Title IIIC programs shall annually assess all Title IIIC-1 and IIIC-2 clients' nutrition risk using DETERMINE Your Nutritional Health checklist published by the Nutrition Screening initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]{CCR 7636.1(b)(7)}.

24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the Area 12 Agency on Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "the conclusions and opinions expressed may not be those of the Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE II. REPORTING PROVISIONS

A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.

B. Contractor shall ensure that all subcontractors submit complete and accurate data.

C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.

1. Details regarding the collection and reporting of program data,

2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,

3. Details regarding verification of data prior to submission to A12AA, and

4. Details for correction procedures.

D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.

1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).

2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.

3. Contractor shall provide all missing information, corrections for errors and verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.

E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:

1. Collection and reporting of program data for the Contractor or subcontractor,

2. Ensuring accuracy of all data from the Contractor or subcontractor,

3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,

4. Correction procedures for Contractor and subcontractor.

F. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. SERVICE PROVIDER PROGRAM RESPONSIBILITIES

A. Outreach Activities/Public Information: Service Provider shall engage in outreach and public information activities to inform the public, community leaders, other Service Providers, and potential participants about program services and activities. Outreach activities are required and shall be aimed at reaching the target population(s). An outreach plan shall be developed including the following information: methods, timelines, target population(s), and expected number of persons to be reached. Service Provider shall maintain documentation of outreach activities.

B. Targeting: The Older Americans Act, the Older Californians Act and the A12AA Area Plan identify specific categories of persons age 60+ as target populations for services. Programs are expected to serve target populations at a rate at least comparable to census figures. Providers must specify how they will reach the target populations. To meet targeting goals, providers must demonstrate the capacity to serve persons in need of the proposed service and who possess one or more of the following characteristics:

(1) Greatest Social Need (GSN): GSN individuals have at least two of these characteristics: age 75+, lives alone, functionally impaired, language barriers or cultural, social or geographic isolation caused by racial or ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression.

(2) Greatest Economic Needs (GEN): GEN individuals have a combined income from all sources at or below the federal poverty level.

(3) Minority: Persons who identify themselves with one of the following racial or ethnic groups: American Indian/Alaskan Native, Asian/Pacific Islander, African American, or Hispanic.

(4) Low Income, Minority: Low income, minority individuals have both GEN and minority characteristics.

(5) Geographically Isolated: Live in rural area (individuals who live outside of urbanized areas in town or remote countryside with fewer than 2500 persons).

(6) Disabilities: Older individuals with disabilities, with particular attention to those with severe disabilities.

C. Means Test: Service Provider **shall not** use a means test to determine eligibility for program services. "Means test" is defined as the use of an older person's income or resources to deny or limit that person's receipt of services.

D. Coordination:

(1) Interagency: Service Providers shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and/or with other agencies that provide similar services.

(2) Focal Points: Where feasible, Service Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral, and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Point(s) with

informational materials about the services, letters/memoranda of agreement, and collocation of services. A list of Focal Points can be found in the A12AA 2023-2024 Area Plan Update available online at www.area12.org.

E. Program Reporting: The OAA calls for annual performance reporting to the Administration for Community Living (ACL) by the California Department of Aging (CDA). ACL has developed the Older Americans Act Performance System (OAAPS) data criteria for this reporting.

A12AA collects program specific data that is entered in the WellSky software database by each contracting provider. Program specific NAPIS/OAAPS requirements are entered into WellSky for monthly reporting to CDA by the contracting provider. This data is due to the A12AA by the 5th working day of each month following the month being reported. Contracting service providers are responsible for:

- The collection of the required program specific data,
- Providing staff with the WellSky training
- Providing staff with the appropriate number of hours to maintain the data,
- Assuring that the data is accurately entered into WellSky,
- Reporting in the WellSky database as required, and
- The cost of the WellSky licensing.

Contractors shall utilize the WellSky system on the portal.wellsky.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Service Provider and is required for the Provider unless other arrangements are made.

ARTICLE IV. PUBLIC EDUCATION AND INFORMATION

A. Public Education and Information (PE&I) falls into two categories:
   1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
   2. Promotional – materials that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA do NOT allow CDA funds to be used for this purpose.

The Contractor shall ensure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that: Materials published or transferred by the Contractor and financed with funds under this Contract shall include the following funding disclaimer: "The materials or product were a result of a project funded by a contract with the Area 12 Agency on Aging."

Contractors and subcontractors that use A12AA Funds to produce educational material must receive approval from the A12AA Executive Director prior to production. Additionally, subcontractors that use A12AA funds to produce PI&E materials must receive written approval from the A12AA Executive Director to use any A12AA or CDA logo. Contractors and subcontractors should allow a minimum of ten (10) business days for approval. They should contact the A12AA Executive Director for any assistance.

A12AA shall inform any Vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the A12AA and CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video, and audio). The A12AA reserves the right to use materials developed by the Contractors and/or subcontractor.

The inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the A12AA Executive Director.

All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.

ARTICLE V. ADVERTISING AND PUBLIC RELATIONS

All press releases or any program advertisement utilizing the A12AA or CDA logo must be approved by the A12AA Executive Director prior to distribution. Approval is also required for all use of A12AA logo or mention of A12AA in materials. The Contractor should email the draft press release to the A12AA Executive Director at least ten (10) days in advance of the announcement or event and copy the appropriate A12AA staff.

The Contractors must coordinate media and kick-off events with the A12AA Executive Director.

If A12AA or CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the A12AA Executive Director before publication or production. Any mention of the A12AA or CDA name or organization in press or outreach materials require prior approval. The appropriate A12AA staff will coordinate this process. Materials should be submitted to the appropriate A12AA staff for review. They will be assessed within a ten (10) day business day approval period.

1. Approval requirements for Advertising and Public Relations:
   Approval Required: Materials that use the CDA or A12AA logo including: Paid advertising, earned advertising, outreach materials, educational materials, media events, public notices.
   Approval Not Required: Materials that only mention CDA or A12AA in the funding disclaimer ("The materials were funded by a contract with the California Department of Aging or Area 12 Agency on Aging (A12AA);" without using the CDA or A12AA logo; materials that do not mention the CDA or A12AA name or use the CDA or A12AA logo.
2. Social Media Posts

Approval Required: Social media posts that mention the CDA or A12AA name or use the CDA or A12AA logo
Approval Not Required: Social media posts that do not mention the CDA or A12AA name or use the CDA or A12AA logo, even if CDA or A12AA funds are involved.

3. Specific Scenarios and Examples:
Paid advertisement in local newspaper – No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.
Public notices – No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.
Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

ARTICLE VI. S.W.A.G. BAN

The Contractor shall comply with the Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as 'S.W.A.G.' or 'Stuff We All Get'.

ARTICLE VII. APPEAL PROCESS

A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such an appeal shall be filed within thirty (30) days of A12AA's notice of adverse determination.

B. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code §9535(k), and as specified in the procurement documents and contracts of the Contractor.

C. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE VIII. TRANSITION PLAN

A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by CDA and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients to ensure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the contract. [Title 22, 7206(e)(4)]

8. A full inventory and plan to dispose or, transfer, or return to the A12AA all equipment purchased during the entire operation of the contract.

9. Additional information is necessary to affect the safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII, paragraphs A and B of this Agreement, the Contractor will implement a transition plan submitted by CDA to A12AA following the Notice of Termination.

ARTICLE I. INFORMATION CONFIDENTIALITY AND SECURITY

This Exhibit section sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of A12AA pursuant to this Agreement. Such personal, confidential, and sensitive information is referred to herein as A12AA PSCI. A12AA and the California Department of Aging (CDA) desire to protect their privacy and provide for the security of A12AA PSCI pursuant to this Exhibit and in compliance with state and federal laws applicable to A12AA PSCI.

The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards made by the Contractor pursuant to this Agreement. The Contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this Exhibit regarding A12AA PSCI.

A. **Definitions**

1. **Breach**:
   a. The unauthorized acquisition, access, use or disclosure of A12AA PSCI in a manner which compromises the security, confidentiality, or integrity of the information; or
   b. The same as the definition of 'breach of the security system' set forth in California Civil Code section 1798.29, subdivision (f); or
   c. The same as the definition of 'breach' set forth in the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 Code of Federal Regulations (CFR) section 164.402.
2. **Confidential Information**: Information that is exempt from disclosure under the California Public Records Act (Government Code section 7920.000 et seq.)
3. **Disclosure**: The release, transfer, provision of, access to, or disclosure in any manner of information outside the entity holding the information.
4. **PSCI**: Personal information, confidential information and sensitive information as these terms are defined herein.
5. **Personal Information**: Information that identifies or describes an individual, including, but not limited to their name, Social Security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is A12AA's policy to consider all information about individuals private, unless such information is determined to be a public record. Personal Information also includes the following:
   a. Notice-Triggering Personal Information: Specific items or personal information (name plus Social Security number, driver's licenses/CA identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identify shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or photograph. See Civil Code section 1798.29.
   b. Protected Health Information (PHI): The term PHI refers to and includes both PHI as defined at 45 CFR section 160.103 and Personal Information (PI) as

defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

6. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 et seq.).

7. **Security Incident:**
   a. A breach or attempted breach; or
   b. The attempted or successful unauthorized access, disclosure, modification, or destruction of A12AA PSCI, in violation of any state or federal law or in a manner not permitted under this Agreement; or
   c. The attempted or successful modification or destruction of, or interference with, the Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of A12AA PSCI; or
   d. Any event that is believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

8. **Sensitive Information**: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. Sensitive Information is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of A12AA financial transactions and regulatory actions.

B. **Disclosure Restrictions**

The Contractor shall protect A12AA PSCI from unauthorized disclosure. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement any A12AA PSCI to anyone outside the Contractors' staff or A12AA personnel without prior written authorization from A12AA or CDA.

1. The Contractor and A12AA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from A12AA containing PHI shall be subject to the HIPAA and its implementing privacy and security regulations at 45 CFR Parts 160 and 164. The Contractor agrees to provide the same, or greater, level of protection to A12AA data that would be required if the Contractor were a Business Associate under HIPAA, regardless of whether the Contractor is or is not a Business Associate.
2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to A12AA PSCI covered under this Agreement beyond those provided through HIPAA, Contractor agrees:

a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned;
b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate;
c. Examples of laws that provide additional and/or stricter protections to certain types of A12AA PSCI, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and institutions Code section 5328, and California Health and Safety Code section 11845.5; and
d. If the Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

C. **Use Restrictions**

The Contractor shall not use any A12AA PSCI for any purpose other than performing the Contractor's obligations pursuant to this Agreement.

D. **Safeguards and Security**

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of A12AA PSCI including electronic A12AA PSCI that creates, receives, maintains, uses, or transmits on behalf of A12AA. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The Contractor's administrative, technical, and physical safeguards shall include, at a minimum:

1. Technical Security Controls: The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SPI 800-53, Revision 5, is available online at https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final
Updates will be available online at https://csrc.nist.gov/publications/sp800.

2. Removable Media Devices – All electronic files that contain A12AA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, portable hard drives, backup media, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128-bit key or higher.

3. Encryption - Encryption of Computing Devices: The Contractor, and any of its vendor(s) that collect data, are required to use 128-bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media).

4. Patch Management – The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

5. Confidentiality Statement – All staff and volunteers that will be working with the A12AA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all staff and volunteers prior to accessing A12AA PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for A12AA inspection or a period of six (6) years following contract termination.

6. Transmission and Storage of PSCI – All staff and volunteers that will be working with A12AA PSCI shall comply with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

7. Minimum Necessary – Only the minimum necessary amount of A12AA PSCI required to perform necessary business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

8. Antivirus Software – All workstations, laptops and other systems that process and/or store A12AA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

9. Data Security: A12AA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

E. **Staff and Volunteer Training**

All persons, staff, and volunteers, who assist in the performance of functions or activities on behalf of A12AA, or access or disclose A12AA PSCI, must complete information privacy and security training, at least annually, at the Contractor's expense. Each person who receives information about privacy and security training must sign a certification, indicating the person's name and the date on which the training was completed. These certificates must be retained for a period of six years following termination of this Agreement.

F. **Staff and Volunteer Discipline**

Appropriate sanctions must be applied against persons who fail to comply with privacy and procedures or any provisions of these requirements, including termination of employment and/or discontinuation of volunteering.

G. **Mailing**

1. Mailing: Mailings of A12AA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of A12AA PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of A12AA to use another method is obtained.

2. Security Officer: The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with A12AA.

3. Mitigation of Harmful Effects: The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of A12AA PSCI and other confidential information in violation of the requirements of this Agreement.

4. Access to and Accounting For, Disclosure of PSCI: The Contractor shall document and make available to A12AA or (at the direction of A12AA) to any individual such disclosures of A12AA PSCI and information related to such disclosures necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

H. **Access to Practices, Books, and Records**

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of A12AA PSCI on behalf of A12AA available to A12AA upon reasonable request.

I. **Special Provision for SSA Data**

If the Contractor receives data from or on behalf of A12AA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between A12AA and SSA, the Contractor shall provide, upon request by A12AA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to A12AA.

J. **Breaches and Security Incidents**

The Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. Notice to A12AA:

The Contractor shall notify A12AA immediately by email or telephone of the discovery of:

a. Unsecured A12AA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.

b. Any suspected security incident which risks unauthorized access to A12AA PSCI and/or other confidential information;

c. Any intrusion or unauthorized access, use, or disclosure of A12AA PSCI in violation of this Agreement;

d. Potential loss of confidential data affecting this Agreement;

e. Notice via email shall be made using the current CDA 1025 'Information Security Incident Report' forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/; and

f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of A12AA PSCI, the Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

ii. Any action pertaining to such unauthorized disclosure is required by applicable federal and state laws and regulations.

2. Investigation of Security Incident or Breach

The Contractor shall immediately investigate any security incident, breach, or unauthorized disclosure of A12AA PSCI.

3. Complete Report

The Contractor shall provide a complete report of the investigation to A12AA within ten (10) business days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use of disclosure. If A12AA requests information in addition to this report, the Contractor shall make reasonable efforts to provide A12AA with such information. A12AA will review and approve or disapprove the Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the Contractor's corrective action plan.

a. If the Contractor does not submit a complete report within the ten (10) business day timeframe, the Contractor shall request approval from A12AA within the ten (10) business day timeframe of a new submission timeframe for the complete report.

4. Notification of Individuals

If the cause of a breach is attributable to the Contractor or its agents, the Contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. A12AA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting Breaches to Entities other than A12AA

If the cause of a breach of A12AA PSCI is attributable to the Contractor or its subcontractors, the Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

6. Submission of Sample Notification of Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the Contractor is considered only a custodian and/or non-owner of the A12AA PSCI, the Contractor shall, at its sole expense and at the sole election of A12AA, either:

a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the A12AA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

b. Cooperate with and assist A12AA in its submission of a sample copy of the notification to the Attorney General.

K. **Contact Information**

To direct communications to the above referenced A12AA staff, the Contractor shall initiate contact as indicated herein. A12AA reserves the right to make changes to the contact information below by giving written notice to the Contractor.

A12AA Privacy Officer	CDA Information Security Officer
Area 12 Agency on Aging 19074 Standard Rd., Ste. A Sonora, CA 95370 ATTN: Executive Director Email: kristin@area12.org Telephone: 209-532-6272	Information Security Branch 2880 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833 ATTN: Information Security Officer Email: iso@aging.ca.gov Telephone: 916-419-7500

L. **Responsibility of A12AA**

A12AA agrees to not request the Contractor use or disclose A12AA PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

M. **Audit, Inspections, and Enforcement**

1. A12AA Right to Inspect:

From time to time, A12AA may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The Contractor shall promptly remedy any violation of any provision of this ICSR section. The fact that A12AA inspects, or fails to inspect, or has the right to inspect, the Contractor's

facilities, systems, and procedures does not relieve the Contractor of its responsibility to comply with this ICSR section.

2. Notification of A12AA in Event the Contractor is subject to other audit:

If the Contractor is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the Contractor shall promptly notify A12AA unless it is legally prohibited from doing so.

N. **Miscellaneous Provisions**

1. Disclaimer:

A12AA makes no warranty or representation that compliance by the Contractor with this Agreement will satisfy the Contractor's business needs or compliance obligations. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of A12AA PSCI and other confidential information.

2. Amendment:

a. Any provision of this Agreement or this Exhibit which conflicts with current or future applicable federal or state laws is herby amended to conform to the provisions of those laws. Such amendment of this Agreement or this Exhibit shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

b. Failure by the Contractor to take necessary actions required by amendments to the Agreement and/or this Exhibit shall constitute a material violation.

3. Assistance in Litigation or Administrative Proceeding

The Contractor shall make itself, its employees, and agents available to A12AA at no cost to A12AA to testify as witnesses in the event or litigation or administrative proceedings being commenced against A12AA, its director, officers, or employees based upon claimed violation of law relating to security and privacy, and which involves inactions or actions by the Contractor (except where the Contractor or its subcontractor, workforce employee, or agent is named as an adverse party).

4. No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

5. Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies with and is consistent with federal and state laws and regulations.

6. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

7. Return or Destruction of A12AA PSCI on Expiration or Termination

At expiration or termination of this Agreement, if feasible, the Contractor shall return or destroy all A12AA PSCI that the Contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, A12AA and the Contractor shall determine the terms and conditions under which the Contractor may retain the A12AA PSCI.

8. Data Sanitization

All A12AA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the A12AA PSCI is no longer needed.

9. Survival

If return or destruction of A12AA PSCI is not feasible upon the termination of this Agreement, the respective rights, and obligations of the Contractor under this Agreement shall survive the completion or termination of this Agreement between the Contractor and A12AA. The Contractor shall also limit further uses and disclosures of A12AA PSCI to those purposes that make the return or destruction of the information infeasible.

ARTICLE II. MISCELLANEOUS

A. **Security Awareness Training**

1. Contractor's employees, vendors, subcontractors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor, subcontractor or volunteer's employment and annually thereafter.

2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

B. **Contractor Information Integrity & Security Statement**

Contractor shall sign and return an Information Integrity & Security form with this Agreement. This is to ensure that Contractor and any of its vendors or subcontractors are aware of, and agree to comply with, their obligations to protect A12AA information assets including PSCI, from unauthorized access and disclosure.

AREA 12 AGENCY ON AGING
CONTRACT PERFORMANCE REPORT

SERVICE PROVIDER:_____

FY: **2025-2026** For the Quarter Ending:_____ Standard %: _____**%**

If cumulative year-to-date performance falls (below) or above 5% of the year-to-date *Standard Percentage at the end of any quarter, this form must be submitted to A12AA with the fiscal monthly expenditure report for the final month of the quarter. **Standard Percentage equals number of months in quarter (3, 6, 9 or 12) divided by 12*

- *Only insert titles of programs that are out of compliance*
- *Document "Contracted Units" and "Actual Units" cumulatively (YTD)*
- *To determine percentage, divide YTD Actual Units by YTD Contracted Units.*

Insert Program Title : *EXAMPLE*	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals	12,000					
Quarterly YTD Actual UOS/Meals	8,000					
Percentage-Actual vs. Contracted	66.66%					
Performance Over or (Under) Standard	**(8.34)%**					

Insert Program Title :	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals						
Quarterly YTD Actual UOS/Meals						
Percentage-Actual vs. Contracted						
Performance Percentage Over or (Under) Standard						

Quarterly Performance Report

SERVICE PROVIDER:_____

FY:__2025-2026_____ For the Quarter Ending:_____

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

_____Authorized Signature _____Date

MONITORING PERFORMANCE STANDARDS

A. PURPOSES

1. To identify the service level that constitutes an acceptable performance

2. To determine at what point a service provider is under performing and requires corrective action or adjustments in scope of services (SOS) and/or contract amount.

3. To determine at what point a service provider's performance is out of compliance with terms of the contract.

B. STANDARDS

1. Performance goal is 100% of contracted SOS

2. A **performance level of less than 5% or more than 5% as compared to the Standard Percentage at any point in time,** will mean service provider is under\over performing and SOS and/or contract amount may be revised.

3. A performance level of less than 85% will mean service provider has not met terms of the contract. SOS and/or contract amount will be revised, or termination procedures will be implemented.

4. Performance level achieved by service provider will be one of the factors to be considered in the evaluation of application for future funding.

C. GENERAL GUIDELINES

1. Service provider is responsible for meeting all terms of the contract including provisions of the SOS.

2. Service provider is to maintain a cumulative performance level of 95% or more of units of service in SOS in order to be considered for continued funding at the full allocation.

3. Performance levels for Title III programs are calculated by comparing actual units to an annual SOS. The normal calculation is as follows:

Actual Units of Service	Number of Days Y-T-D
Scope of Service Units	365 Days

4. If cumulative year-to-date performance level at the end of a quarter falls (below) or over above 5% of the year-to-date contracted units of service, service provider shall submit a Contract Performance Report (A12AA Form Performance Standards-Exhibit G). The report is due to the Fiscal Officer by the 15th of the month following the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.

5. The Area 12 Staff, including the Executive Director, Assistant Director, Fiscal Officer and Planner shall meet periodically to review service provider performance levels. In the case of underperforming programs, the entities may recommend that actions be taken. The recommendations may be forwarded to the A12AA Advisory Council and A12AA Governing Board for their consideration/adoption. The recommendations may include:

   A. Service provider must perform at a level of 95% or higher for the second/third quarter of their contact amount and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   B. Service provider must perform at least 95% or higher for the (first/second/third) quarter or their contract amount and/or SOS may/shall be reduced by the difference between 95% and their quarterly performance.

   C. Service providers' cumulative performance must be 95% or higher by the end of the (second/third) quarter or their contract and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   D. A condition may be placed on this year's contract: The program must achieve 95% of its SOS level for the last (quarter/half) of the contract year, or next year's funding award and/or SOS will be reduced.

   E. A12AA staff to revise service provider's budget and/or SOS.

Instructions for Attached Form: Performance Standards – Exhibit G (pages #1 & 2)

1. Service provider can use quarterly calculations from the monthly financial report to fill in page #1. Only show programs that are out of compliance.

2. Page #2 must be filled out and turned in with the monthly financial reports, if quarterly YTD performance is out of compliance with terms of the contract.

3. If more pages are needed, copy and paste page #2 only.

Revised 6-1-25

Exhibit H

CONTRACT RENEWAL PROPOSAL

Mariposa County Health & Human Services Agency
Adult & Aging - Mariposa County

The following document is the Contract Renewal Proposal (FY2025-2026) submitted by Mariposa County HHSA, Adult & Aging Services for Mariposa County.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency, Adult & Aging Services	**94-600008800**
By (Authorized Signature)	
Printed Name and Title of Person Signing **Kristina Keheley, Mariposa County Health & Human Services Agency Director**	
Date Executed	Executed in the County of: **Mariposa**

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

   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.

   All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

   As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010.

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California

6. SWEATFREE CODE OF CONDUCT:

a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph 'a' above.

7. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA AND THE AREA 12 AGENCY ON AGING

The following laws apply to persons or entities doing business with the State of California and the Area 12 Agency on Aging.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If Contractor violates any provisions of the above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment per diem. [Pub. Contract Code §10430(e)]

3. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the Area 12 Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Area 12 Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will verify that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the Area 12 Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

AREA 12 AGENCY ON AGING FY2025-2026
MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
ADULT & AGING SERVICES
CONTRACT AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5362 Lemee Lane, PO Box 99

Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

	Rosemarie Smallcombe
Board Chairperson (term through)	Printed/Typed Name
	Kristina Keheley
Designee by Board Action	Printed/Typed Name

Fiscal Reports/Budgets

	Lydia Arre
Program Director	Printed/Typed Name
	Lori Norman
Designee for Program Director/Title	Printed/Typed Name

Program Reports

	Lydia Arre
Program Director	Printed/Typed Name
	April Hawley
Designee for Program Director/Title	Printed/Typed Name

For emergency contact, the Board Chairperson's telephone number is (209) 966-3222

And mailing address is PO Box 784, Mariposa CA 95338

Submitted by	Date

Attachment C
A12AA Contract
ACR
6-1-25

Area 12 Agency on Aging FY2025-2026
Agency Contract Representative (ACR) Designation Form
Mariposa County Health & Human Services Agency
Adult & Aging Services

SEND TO: **Kristin Millhoff**
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Program: **Title III C-1 Congregate, Title III C-2 Home Delivery, Title III-B Transportation**

Legal Name of Contractor: **Mariposa County Health & Human Services Agency**

Agency Contracts Representative: **Britany Sturm**

Title: **Administrative Analyst**

Address: **PO Box 99, Mariposa CA 95338**

Phone: **(209) 742-0877**	FAX: **(209) 742-0994**
E-mail: **bsturm@mariposacounty.org**	

Please specify the address checks are to be mailed to below:

Address: **PO Box 99, Mariposa CA 95338**

Attention: **Lori Norman, Senior Administrative Analyst**

Signature:	Print Name: **Britany Sturm**
Title: **Administrative Analyst**	Phone: **(209) 742-0877**

INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Sensitive, or Confidential Information (PSCI) is a crime and is prohibited under State and Federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619; California Civil Code Section 1798.53 and 1798.55; and Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report (CDA (1025A and 1025B).
- All access codes which allow access to PSCI will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to A12AA by completing a Security Incident Report, CDA 1025.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect PSCI contained under this Contract/Agreement will continue after termination of the Contract/Agreement with A12AA and CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/, within 30 days of the start date of this

Contract/Agreement or within 30 days of the start date of any new employee, contractor, vendor or volunteer.

- All employees/subcontractors of the Contractor/Vendor must comply with A12AA's and CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- CDA or its designee, A12AA, will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

CERTIFY:

To protect PSCI by:

- Accessing, inspecting, using, disclosing or modifying PSCI only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI in approved locations.
- Never removing PSCI from the work site without authorization.
- If approved to remove PSCI from work site, PSCI must be kept in a secure and locked container.
- Never sending PSCI in any electronic format – email, text, or any online format; **faxing** remains a confidential source of sending information.

Meets the encryption requirements in Exhibit F, Article I, D., Item 2 & 3:

☑ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Information Integrity & Security Statement and will comply with the above statements.

Contractor/Vendor Name:

Mariposa County Health & Human Services Agency

Fiscal Year and Contracted Program(s):

2025-2026

Printed Name and Title of Person Signing:

Kristina Keheley, Mariposa County Health & Human Services Agency Director

Authorized Signature:	Date:

Attachment E

AREA 12 AGENCY ON AGING
2025-2026 CONTRACT
Service Proposed and Funds Requested
Provider: Mariposa County HHSA, Adult & Aging Services County: Mariposa

1. Services to be Provided: 2. Service Category:	C-1 Congregate Meals $10.60/unit	C-2 Home Del. Meals $9.50/unit	IIIB Transportation $25.00/trip
Activity(ies):	Proposed # of meals	Proposed # of meals	Proposed # of trips
a. Meals	a. 10,000	a. 13,000	a.
b. One hour of service	b.	b.	b.
c. One Contact	c.	c.	c.
d. One Session	d.	d.	d.
e. One Modification	e.	e.	e.
f. One One-Way Trip	f._____	f._____	f. 3,000
TOTAL MEALS\SERVICE UNITS	10,000	13,000	3,000
NSIP 2. Amount of A12AA funds requested	$ 106,000	$ 123,500	$ 75,000
3. Amount of Participant Contributions	$ 21,500	$ 13,000	$ 4,000
4. Other funds:	$	$	$
a. County Match Cash	$ 248,571	$ 77,583	$ 319,304
b. County Match in Kind	$ 27,000	$ 7,440	
c.			
Total Other Funds	$ 275,571	$ 85,023	$ 319,304
5. TOTAL FUNDS, ALL SOURCES	**$ 403,071**	**$ 208,523**	**$ 398,304**
6. Cost of unit of service			
a. A12AA funds (line 2 ÷ line 1.f.)	$ 10.60	$ 9.50	$ 25.00
b. All funds (line 5 ÷ line 1.f.)	$ 40.31	$ 16.04	$ 132.77
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)	450	100	175

GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:

   a.) Amount or duration of a service;
   b.) Denial or discontinuance of a service;
   c.) Dissatisfaction with the service or service provider;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All service providers are required to notify all consumers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
   b.) Advising homebound consumers of the process either orally or in writing.

4.) The appropriate level of complaint resolution shall be determined as follows:

   a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
   b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the executive director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
      1) Verbally accept the complaint
      2) Prepare a written complaint
      3) Have the complainant sign the written complaint
   c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

AREA 12 AGENCY ON AGING

COMPLAINT RESOLUTION FOR SERVICE PROVIDERS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.

2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.

3.) The denial of an application to provide services from an applicant service provider when any of the following exist:

   a.) The presence of a conflict of interest, real or apparent;
   b.) The occurrence of a procedural error or omission;
   c.) The lack of substantial evidence to support A12AA's action.

All complaints shall be:

1.) Made in writing and addressed to the Executive Director of the A12AA;

2.) Submitted within 30 days of incident of dispute;

3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:

   a.) The reasons for the A12AA's decision on the issues contained in the complaint.
   b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-260

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Infant/Child Enrichment Services, Inc. in the Amount of $250,000 for Child Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Infant/Child Enrichment Services, Inc. in the Amount of $250,000 for Child Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the Infant/Child Enrichment Services, Inc. agreement on August 13, 2024, through Resolution #2024-349.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Infant-Child Enrichment Services, Inc. 2026

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Infant/Child Enrichment Services, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025, and terminate on June30, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $250,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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 a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Infant/Child Enrichment Services,
Inc. 20993 Niagara River Dr.
Sonora, Ca 95370

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Paula Gaiser, Executive Director Infant/Child Enrichment Servies, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

Administer to participants and providers a yearly survey that will measure overall satisfaction, and feedback of the program and provide HHSA a copy of the results

Provide HHSA with a monthly review that includes the number of families served, and number of childcare placements.

Provide HHSA with a comprehensive year-end report summarizing services rendered within 30 days of the fiscal year's end.

Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA.

Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients.

The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of $250,000 for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2025 through June 2026. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $1,250 or more per month beginning with the July 2025 claim. Advance is expected to be paid back to COUNTY no later than June 30th.

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-261

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve a Three Year (3) Agreement with Environmental Systems Research Institute, Inc. (ESRI) for County-Wide GIS Services Renewal Contract in an Amount Not to Exceed $90,600; and Authorize the Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Three Year (3) Agreement with Environmental Systems Research Institute, Inc. (ESRI) for County-Wide GIS Services Renewal Contract in an Amount Not to Exceed $90,600; and Authorize the Chair to Sign the Agreement.

The current contract expires on July 29, 2025. This new contract will cost the county $30,200 per year.

Prior to 2019, the county was on a per-user seat basis. At that time, there were 13 seats. In 2019, the county moved to a more robust program, It currently has 148 user seats, and can double those user seats as needed within this current contract without additional costs.

The program is essential and widely used in the County. It has been instrumental during fire incidents and a myriad of other emergency events, such as snowstorms, flooding, Mono wind events, and power outages.

Departments have many options for expanding their user base, privileges, and workflows to help them meet specific mapping needs.

Attached is a current breakdown for GIS services provided by Mariposa County and the core user groups.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 12, 2022, the Board approved the second, three-year contract for the County GIS program through ESRI, Board Resolution 2022-411 for $27,500 per year.

On July 23, 2019, the Board approved upgrading the County GIS program through ESRI, Board Resolution 2019-434, which included the initial Three-Year contract for $25,000 per year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County will need to revert to the per seat pricing structure with ESRI.

However, based on the number of user seats that are currently in place, it would be cost-prohibitive to revert to a per-seat cost structure.

FINANCIAL IMPACT

None. Funds are Budgeted for FY 2025-2026

ATTACHMENTS

1. **Attachment A - Memo RE Overview of GIS Services**
2. **Attachment B - ESRI Contract 3 year, 30.2 per year**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Mariposa County
Planning Department

STEVE ENGFER
Planning Director
BEN OGREN
Senior GIS Specialist

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org
bogren@mariposacounty.org

ATTACHMENT A

MEMORANDUM

Date: 6/10/25
To: Board of Supervisors
From: Ben Ogren, Sr GIS Specialist
Topic: Current GIS Services

Below is a breakdown of the GIS services provided by Mariposa County and who the core user -groups are that consume these services.

Mariposa County GIS Users:

- County Departments
  - Agricultural Commissioner
  - Assessor's Office
  - Building Department
  - Code Compliance
  - County Administration
  - County Fire
  - Environmental Health Department
  - Health & Human Services Agency
  - Planning Department
  - Public Works Department
  - Sheriff's Office
- Non-County Department
  - Mariposa County Residents
  - Mariposa Fire Safe Council
  - Neighbor Counties (Tuolumne, Merced, Madera, Fresno)
  - National Park Service – Yosemite
  - Watch Duty App
  - Regional Realtors
  - Yosemite Mariposa County Tourism Bureau

Agricultural Department

- Community Livestock Pass Program
  - GIS map showing locations of ranches enrolled in the Community Livestock Pass Program that allows ranch operators to access and remove livestock during emergency events that include evacuation zones.

Assessor's Office

- Addressing Data Management
- Parcel Layer updates
- APN Map Book pages publicly online – in progress

Building Department

- Development Services Dashboard
  - *See description below the Planning Department section.*
- Snow-load elevation lookup
  - Determines what building codes are applied based on elevation.
- Elevation profile tool for slope analysis

Code Compliance

- Development Services Dashboard
  - *See description below the Planning Department section.*
- Code Case Tracker

County Administration

- Zoning Lookup Tool
  - Public online website to search for and lookup the Zoning Designation and code for any parcel in Mariposa County.
- Board of Supervisor District map
- County Owned Property Viewer
- Redistricting

County Fire

- Firewise Community Mapping
- Fuel-Break Grant writing assistance

Environmental Health Department

- Development Services Dashboard
  - *See description below the Planning Department section.*
- Well & Septic location mapping tools
- RFI and miscellaneous mapping tools
- Tyler Technologies

Health & Human Services Agency

- **Support and Aid for Everyone (SAFE) Program**
  - GIS application to track the status of vulnerable populations during emergency events.
  - Voluntary program available to folks who use electricity for medical equipment, supplemental oxygen, depend on others for transportation, use specialized transportation equipment, use "life-sustaining" prescriptions, receive medication by mail, etc.
- **In Home Support Services (IHSS) Program**
  - GIS application to track the status of vulnerable populations during emergency events.

- Similar to the SAFE program but targets folks eligible to Medi-Cal who are over 65, blind or disabled.

Planning Department

- Development Services Dashboard
  - An all-inclusive GIS dashboard for several departments broadly referred to as Development Services.
  - Provides parcel owner, sale, address, elevation, seismic zone, climate zone, and other department specific information.
  - Zoning and District designations for each parcel.
  - TOT Tracking – dashboard indicators for # of active TOT's, new TOT's this year, and past inspection information, updated monthly
  - Ability to quickly generate spatial analysis and print map layouts
  - Affected Property Owner (APO) Mailing List Generator

- Vicinity Map Tracker
  - Dashboard to track and submit requests for vicinity maps needed for projects.
- Zoning Lookup Tool
  - Public online website to search for and lookup the Zoning Designation and code for any parcel in Mariposa County.
- Tyler Technologies
- TOT Self-Reporting Survey
- ABC License tracking – Updated monthly.
- LCA Compliance tracking
- Historic Sites Inventory Mapping
- Housing Element Site Analysis
- Large Format Plotter
  - Used for printing and scanning large format maps and exhibits. Available to all departments.

Public Works Department

- Utility & Infrastructure Asset Mapping
  - Sewer, Water, Lighting, Culverts, Bridges, Sidewalks, Parking, Cattle Guards, etc.
- Hazard Tree Removal
  - Mobile apps track and document the removal of hazardous trees along county-maintained roads.
- Road-side brushing activity
- Recent Parcel Sales Map
  - Web map that highlights recently sold parcels in Mariposa County. This is important for maintaining utility district mailing lists.

Sheriff's Department

- Internal Situational Awareness GIS Map
  - Map for drawing and tracking evacuation zones during emergency events.
- Residential Evacuation Tracking apps

    - Sheriff staff use mobile devices (tablets) inside active evacuation zones to track, on a house-by-house basis, the status of residents and whether or not folks have evacuated, are in the process of evacuating or refuse to evacuate.
- Animal Evacuation Tracking apps
    - Sheriff's Posse Quick Capture mobile app for volunteers to use to conduct and update animal evacuations during emergency events. HQ Dashboard for Animal Control Officers to track and manage animal evacuations with in-depth statistics, near real-time updates, and complete situational awareness by integrating with Sheriff's residential evacuation app.

- Local Hazard Mitigation Plan asset mapping
- ICS 214 Form on Survey123
- Post-disaster/recovery damage surveys
    - Surveys are rapidly deployed following a disaster so residents can efficiently report damage and expedite any potential funding for financial support.

Mariposa County Residents

- Public Information Map
    - Online map showing the location(s) of active fires, evacuation zones, power outages, road closures, etc.
- Public GIS Viewer
    - Web map showing publicly available GIS layers.
- Zoning Lookup Tool
    - Public online website to search for and lookup the Zoning Designation and code for any parcel in Mariposa County.
- GIS Data Hub Site
    - Hub for accessing and downloading publicly available GIS data and maps.
    - Option for submitting GIS data requests.
- County Owned Property Viewer
- Outdoor Recreation App (partnered with YMCTB)
- Various public outreach surveys (Hillside Trails Project, Resiliency Hub, etc.)

Mariposa Fire Safe Council

- Provide GIS assistance for grant applications.

Quotation # Q-544558

Date: March 20, 2025

Customer # 277637 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

County of Mariposa
Mariposa County GIS
5100 Bullion St
Mariposa, CA 95338-2411

ATTENTION: Benjamin Ogren
PHONE: 209-742-1231
EMAIL: bogren@mariposacounty.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/20/2025 To: 6/18/2025

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	$30,200.00	$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	$30,200.00	$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	$30,200.00	$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$90,600.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$90,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Peter Thomas	pthomas@esri.com	(909) 369-2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

THOMASP **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-544558

Date: March 20, 2025

Customer # 277637 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

County of Mariposa
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ATTENTION: Benjamin Ogren
PHONE: 209-742-1231
EMAIL: bogren@mariposacounty.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/20/2025 To: 6/18/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $ 90,600 , PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

_X_ I agree to pay any applicable sales tax.

_X_ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative **Date**

Rosemarie Smallcombe
Name (Please Print)

_____Chair, Board of Supervisors_____
Title

APPROVED AS TO FORM:

WALTER W. WALL
County Counsel

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Peter Thomas	pthomas@esri.com	(909) 369-2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

THOMASP **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions	**ArcGIS Online User Types**
ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Online Viewer User Types

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	5	ArcGIS Enterprise Contributor User Type	5
ArcGIS Online Mobile Worker User Type	25	ArcGIS Enterprise Mobile Worker User Type	25
ArcGIS Online Creator User Type	25	ArcGIS Enterprise Creator User Type	25
ArcGIS Online Professional User Type	5	ArcGIS Enterprise Professional User Type	5
ArcGIS Online Professional Plus User Type	5	ArcGIS Enterprise Professional Plus User Type	5
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	5 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	5 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps**	
ArcGIS Location Sharing for ArcGIS Online	5	ArcGIS Location Sharing for ArcGIS Enterprise	5
ArcGIS Online Service Credits	15,000		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Distributor	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Mariposa County
(Customer)

By: _____
Authorized Signature

Printed Name: Rosemarie Smallcombe

Title: Chair, Board of Supervisors

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Ben Ogren

Address: PO Box 2039

City, State, Postal Code: Mariposa, CA, 95338

Country: USA

Quotation Number (if applicable): _____

Telephone: 2099665151

Fax: N/A

E-mail: borgen@mariposacounty.org

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Ryan Oliphant, Chief Probation Officer
RE:	Proclaim the Week of July 20th through July 26th, 2025, as "Pretrial, Probation, and Parole Supervision Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of July 20th through July 26th, 2025, as "Pretrial, Probation, and Parole Supervision Week"

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved proclamations of support in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board and community will miss the opportunity to recognize the integral work these professionals do for our community.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Pretrial, Probation, and Parole Week**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

The Mariposa County Board of Supervisors

proclaims

The Week of July 20th through the 26th, 2025,

as

"Pretrial, Probation, and Parole Supervision Week"

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible supervisors for adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with local agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention, and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are a true "Force for Positive Change".

NOW, THEREFORE BE IT KNOWN, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby recognizes the Probation Employees of the Mariposa County Probation Department by proclaiming the **week of July 20th through the 26th, 2025, as "Pretrial, Probation, and Parole Supervision Week"** and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 1st day of July, 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II, Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-262

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve a Three Year (3) Agreement with Alliance For Community Transformations for Drop-in Center to provide Rehabilitative and Support Services to Probationers in the Amount of $675,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Three Year (3) Agreement with Alliance For Community Transformations for Drop-in Center to provide Rehabilitative and Support Services to Probationers in the Amount of $675,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Since 2011, as a part of the Mariposa County AB109 Realignment Plan, the Alliance has contracted with the Probation Department for the services listed in the Scope of Work detailed in the Agreement. These include, but are limited to, operating a drop-in center that provides access to showers, meals, and other support services. Heritage House also provides Court Mandated interventions, such as the Batterer's Intervention, Anger Management and Child Abuse Programs, as well as counseling services.

For the past several years these contracted services were included in an annual Health and Human Services (HHS) Agreement with the Alliance that required HHS to bill the Probation Department for services to probationers. It was decided that tracking of these services being provided would be streamlined if Probation's portion of the HHS Agreement was removed from the HHS Agreement and that Probation would enter into its own Agreement with the Alliance. In 2024-2045, Alliance was awarded the contract to provide client programming and Drop-In Center Services.

In May 2025, the Probation Department published a Request for Proposals for client programming and drop-in center services. Alliance for Community Transformations was the only bid received and was awarded the three (3) year contract.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

There would be less efficient delivery of services and accountability.

FINANCIAL IMPACT

There is no impact. The funding was included in the Community Corrections (AB109) non-general fund budget.

ATTACHMENTS

1. **Agreement 2025-2028 Alliance HH**
2. **25 Evidence of Coverage COI w Cyber (Alliance)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT WITH ALLIANCE FOR COMMUNITY TRANSFORMATIONS TO PROVIDE DROP-IN CENTER SERVICES FOR PROBATIONERS

THIS AGREEMENT ("Agreement") is made and entered into this 1ST day of July, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Alliance for Community Transformations, hereinafter referred to as "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 be for a period of three (3) years, commencing on July 1, 2025 through and including June 30, 2028. This Agreement may be extended for one (1) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Chief Probation Officer authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform Client Programming and Drop-in Center Services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $675,000 ($225,000 per year of the contract) as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties

acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Dr. Gary Damon Jr., Executive Director
Alliance For Community
Transformations
P.O. Box 2075
Mariposa, CA 95338

COUNTY:
Ryan Oliphant, Chief Probation Officer
County of Mariposa
P.O. Box 76
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] 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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Dr. Gary Damon, Jr., Executive Director
Alliance For Community Transformations

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

Exhibit A
SCOPE OF WORK

Mariposa Heritage House, a program of the Alliance for Community Transformations, provides essential services for houseless and justice-involved individuals, operating Monday through Friday, 8AM–5PM with only four closures a year for training. With this funding, we would offer expanded service hours to include weekends (8:30AM–1:00PM) and extend Tuesday/Thursday hours (8:00AM–7:00PM), ensuring cooling center /warming center access during extreme weather conditions.

Our services include access to showers, daily hot meals, weekly food boxes, laundry, and a group room. We offer referrals to community resources, helping participants get the necessary support they need. MHH facilitates court-mandated, evidenced based, groups such as Batterer's Intervention Program (BIP), Child Abuse Intervention Program (CAIP), and Anger Management, with required progress and attendance reports submitted to the courts. Funding would allow us to offer CBT-based groups such as Thinking for a Change (T4C). MHH can offer secure Zoom sessions for all groups and 1/1 sessions.

Additionally, we provide Substance Use Disorder (SUD) treatment on-site and at the county Detention Center, including Relapse Prevention groups, peer counseling, case management, re-entry services, recovery supports, treatment referrals, and transportation. MHH will continue to work with Probation to support individuals on PRCS, providing needs assessments, relapse prevention, and case management.

We partner with Motherlode Job Training (MLJT) to host bi-weekly career workshops on resume building, interview skills, and job readiness. MHH offers on site, on-the-job training through MLJT job placements.

Our goal is to address basic needs while empowering individuals to rebuild their lives and achieve lasting success.

Exhibit B
COST PROPOSAL

Mariposa Heritage House Drop In Center Budget & Budget Narrative July 1, 2025 - June 30, 2028		
Personnel Narrative	**Personnel Calculation**	**Total Cost**
Position Title (total FTE for this position): *Description of work to be performed by this position for the services under this grant.*	*Pay rate and calculation of time anticipated to be spent on services under this grant*	*Total cost for this line item over three years*
Program Director (1 FTE): Oversees staff & programs at MHH and the continuum of services for justice-impacted and houseless individuals at the MHH Drop In Center. This includes court mandated programs, substance use disorder services, and services for individuals under PRCS. This position is also responsible for monthly grant reporting.	Average of $6,836/month x 36 months x 22%	$54,141
Program Coordinator (1 FTE): Supervises staff, program and services at MHH, including the daily essential services of the drop in center, classes/groups, job readiness programming, case management, outreach and more. Fills in for the Program Director and hourly staff members when they are unavailable. Oversees data collection and collaborates with the Program Director for monthly grant reporting.	Average of $5,894/month x 36 months x 20%	$42,437

Peer Counselor (1 FTE): Facilitates daily programming and substance use disoder counseling at MHH, case management, support to clients navigating recovery, and supports positive behavior change through groups, evidence based practices, and mentoring. Also assists in the daily operation of the drop in center including referrals, transportation, and services to help participants meet basic needs such as meals, food boxes and laundry.	Average of $24.70/hour x 40 hours/week x 156 weeks x 45%	$ 69,358
Group Facilitation Program Specialist (.8 FTE): Facilitates programs and classes including Batterer's Intervention (BIP), Anger Management, Child Abuse Interventions Program (CAIP), and independent living skills. Also assists in the daily operation of the drop in center including referrals, transportation, and services to help participants meet basic needs such as meals, food boxes and laundry.	Average of $22.95/hour x 32 hours/week x 156 weeks x 80%	$ 91,653
Program Aide (.375 FTE): Ensures the daily operation of the drop in center including access to showers, planning and cooking meals, preparing food boxes, providing transportation, referrals and more. This position provides services during expanded hours on weekends and one week day.	Average of $19.16/hour x 15 hours/week x 156 weeks x 100%	$ 44,834

Program Aide (.625 FTE): Ensures the daily operation of the drop in center including access to showers, planning and cooking meals, preparing food boxes, providing transportation, referrals and more. This position provides services during week days.	Average of $23.23/hour x 25 hours/week x 156 weeks x 33%	$29,897
Overtime: Cost of hourly staff's overtime when necessary, and meal premium payments.	Average of $36.50/hour x .43906 hours/week x 156 weeks	$2,500
	Personnel subtotal:	$334,820
Employee Benefits: Including payroll taxes, workers compensation, and cafeteria plan with health dental life and 401K options. - 23% of staff time	$334,820 x 23%	$77,009
Personnel total		$411,829

Operating Narrative	**Operating Calculation**	**Cost**
Operating expense: *Description of the type of expenses that fall into this account.*	*Annual cost x number of years. In cases where the expense is shared between multiple funding sources, the calculation shows the proration of the expense.*	*Total cost for this line item over three years*
Fees: Live scan fees for new staff, SafeServ certifications for staff to serve food, etc	$166.67 annually x 3 years	$500
Advertising: Cost to promote job openings due to staff turnover & purchase business cards for staff to do outreach.	$50 annually x 3 years	$150
Memberships: Cost of annual memberships for MHH such as California Consortium of Addiction Programs and Professionals and the California Jail Programs Association.	$500 annually x 3 years	$1,500

Professional Fees: Cost of fees for professional services for the drop in center such as pest control, alarm company services, language access services, etc.	$1,377 annually x 3 years	$4,131
Training Fees/Supplies: Cost for staff training on trauma informed skills, local resources, first aid, CPR, CCAPP, etc. These costs include items such as workbooks or class fees.	$3,300 annually x 3 years	$9,900
Office Supplies: Paper, pens, binders, files, notebooks and other needed office supplies for the drop in center.	$2,500 annually x 3 years	$7,500
Food: Food for served hot meals and food boxes at the MHH drop in center.	$7,082 annually x 3 years	$21,246
Laundry: Cost for participants to do laundry.	$1,100 annually x 3 years	$3,300
Printing/copying: Cost of monthly printing and copying for outreach flyers, class/group materials, data collection, job readiness services, etc.	$5,712 annually x 3 years x 38%	$6,512
Travel/Fleet Mileage: Mileage driven to provide MHH services.	12,714.29 miles annually x 3 years x $0.70 cents/mile (IRS rate)	$26,700
Program Supplies: Supplies needed for MHH programming, services, classes, etc.	$2,000 annually x 3 years	$6,000
Assistance to Clients: Items to meet basic emergency needs for clients including coats, shoes, bus tickets, assistance with vital record procurement, etc.	$500 annually x 3 years	$1,500
Office Rent: MHH office and drop in center rent.	$42,000 annually x 3 years x 38%	$47,880
MHH Utilities: Monthly utility costs including trash removal, electricity, propane, etc at the MHH office and drop in center.	$19,704 annually x 3 years x 38%	$22,463
MHH Communications: Monthly phone/internet and cell phone expenses for MHH staff.	$11,900 annually x 3 years x 38%	$13,566

Facility Repairs/Maintenance: Cost to repair and/or maintain drop in center in accordance with local health & safety standards. For example, minor unit repairs for kitchen, shower facilities, etc.	$2,000 annually x 3 years x 38%	$2,280
	Operating subtotal:	$175,128
Direct costs	Personnel + operating	$586,957
Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs x 15%	$88,043
	Total requested funds:	**$675,000**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

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

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

PRODUCER	CONTACT NAME: Michelle Winchell
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Alliance for Community Transformations PO Box 2075 Mariposa CA 95338	INSURER A : Philadelphia Insurance Companies	23850
	INSURER B : Insurance Company of the West (ICW)	27847
	INSURER C : Lloyd's of London	
	INSURER D : Lloyds Of London	15792
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2573531-004	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PHPK2573531-004	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB871336-004	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WSA 5072319 00	7/17/2023	7/17/2024	[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 $ 1,000,000
A	D&O Liability			PHSD1808782-008	7/1/2024	7/1/2025	Limit: $1,000,000	
C	Cyber Liability			LV114CYLA240	7/1/2024	7/1/2025	Limit: $2,000,000	

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

This Policy 'PHSD1808782-008' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'LV114CYLA240' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Professional Liability ' With Limit '1,000,000 / 3,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.

CERTIFICATE HOLDER

Alliance for Community Transformations
PO Box 2075
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



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Mindful Insurance Solutions, Inc		Alliance for Community Transformations
POLICY NUMBER		PO Box 2075
PHPK2573531-004		
CARRIER	NAIC CODE	Mariposa, CA, 95338
Philadelphia Insurance Companies	23850	EFFECTIVE DATE: 7/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

This Policy 'PHPK2573531-004' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy '105734268' has Other Coverage 'Employee Fidelity' With Limit '1,275,000'. Carrier: 'Travelers Casualty and Surety Company of America (Crime Wrap)', Effective Date: '01/19/2024', Expiration Date: '01/19/2026'.
This Policy 'PHSD1808782-008' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'LV114CYLA240' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Professional Liability ' With Limit '1,000,000 / 3,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
This Policy 'PHPK2573531-004' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2024', Expiration Date: '07/01/2025'.
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Evidence of Coverage

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-263

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve a Three Year (3) Agreement with Moore Twining Laboratories, Inc. in the Amount of $240,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve a Three Year (3) Agreement with Moore Twining Laboratories, Inc. in the Amount of $240,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Moore Twining Associates, Inc. provides State-certified chemical lab analysis for various sites throughout the County, including parks, facilities, and utilities (water and wastewater systems for Special Districts). The State requires the County to obtain periodic water and wastewater samples and have them tested by a State-certified laboratory for bacterial, mineral, and chemical content.

The County receives chemical testing and analysis from Moore Twining at a rate that surpasses that of its competitors. There are no other State-certified laboratories that can provide this essential service at the low cost with which Moore Twining Associates provides the County. County Staff reached out to four other laboratories within a 90-minute drive of Mariposa County Public Works and received one response. The sole competitor showed their arsenic test would cost the County $42.00, while Moore Twining Associates' cost for the same test is $15.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Public Works has entered into many agreements with Moore Twining Associates, Inc., spanning several years, and has been highly satisfied with their service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do Not Approve, Public Works will have to use state-required laboratory services from a company with significantly higher prices. These higher prices will then be incurred by County residents, especially those in Special Districts.

FINANCIAL IMPACT

Funding for the cost of this agreement is allocated in several budgets that are managed by the Mariposa County Public Works Department.

ATTACHMENTS

1. Agreement Moore Twining

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY SITES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and MOORE TWINING ASSOCIATES, INC, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on JULY 1ST, 2025, and terminate on JUNE 30TH, 2028, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform CHEMICAL ANALYSIS AT VARIOUS COUNTY SITES as described in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $240,000.00 as set forth in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $5,000,000 per occurrence, claim, or aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

employee of 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. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Moore Twining Associates, Inc
Owner
2527 Fresno St.
Fresno, CA 93721

COUNTY:
County of Mariposa
Director, Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Harry Moore, Owner Moore Twining Associates, Inc
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter W. Wall County Counsel

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Nora M. Cole
Mariposa County
Analytical Services 2025 to 2028

Exhibit A
SCOPE OF WORK & COST PROPOSAL

Printed: 05/29/25
Effective: 07/01/25
Expires: 06/30/28

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Water			
1,2,3-TCP by SRL-524M	SRL 524M	10	$90.00
524 - Total Trihalomethanes (TTHM)	EPA 524.2	10	$100.00
524 - Volatile Organic Compounds	EPA 524.2	10	$150.00
525 - Semivolatile Organic Compounds	EPA 525.2	10	$150.00
525 - Semivolatile Organic Compounds - Short List	EPA 525.2	10	$150.00
Alkalinity	varies	10	$35.00
Alkalinity by SM2320B	SM 2320 B	10	$35.00
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$30.00
Arsenic, Total	EPA 200.7	10	$15.00
Arsenic, Total	EPA 200.8	10	$15.00
Arsenic, Total	EPA 6010B	10	$15.00
Biochemical Oxygen Demand (BOD[5])	SM 5210 B	10	$45.00
Carbonate & Bicarbonate	SM 2320 B	10	$32.00
Chloride	EPA 300.0	10	$20.00
Courier Service I (0-50 Miles)	-	10	$75.00
Electrical Conductivity (EC)	SM 2510 B	10	$20.00
General Mineral - Mariposa County	varies	10	$162.00
Gross Alpha - DW (Sub)	EPA 900.0	30	$60.00
Inorganic Chemical w/o CN	varies	10	$230.00
Iron, Total	EPA 200.7	10	$15.00
Iron, Total	EPA 200.8	10	$15.00
Iron, Total	EPA 6010B	10	$15.00
Lead and Copper by EPA 200.8 (DW)	Varies	10	$30.00
Manganese, Total	EPA 200.7	10	$15.00
Manganese, Total	EPA 200.8	10	$15.00
Manganese, Total	EPA 6010B	10	$15.00
Nitrate as N	EPA 300.0	10	$30.00
Nitrite as N	EPA 300.0	10	$30.00
pH with temperature	varies	10	$20.00
Secondary/GP	varies	10	$200.00
Settleable Matter	SM 2540 F	10	$15.00
Sodium, Total	EPA 200.7	10	$15.00
Sodium, Total	EPA 6010B	10	$15.00
Total Coliform & E. Coli (DW P/A) SM9223B	SM 9223 B	10	$25.00
Total Coliform & E. Coli (MPN)	SM 9223 B	10	$45.00
Total Coliform, Fecal & E. Coli (3x5 MTF)	SM 9221	10	$65.00
Total Dissolved Solids (TDS)	SM 2540 C	10	$15.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	10	$35.00
Total Nitrogen	varies	10	$60.00
Total Nitrogen	Varies	10	$60.00
Total Suspended Solids (TSS)	SM 2540 D	10	$20.00
Soil			
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$30.00
Arsenic, Total	EPA 6010B	10	$15.00

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

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(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Nora M. Cole
Mariposa County
Analytical Services 2025 to 2028

Printed: 05/29/25
Effective: 07/01/25
Expires: 06/30/28

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Soil			
Courier Service I (0-50 Miles)	-	10	$75.00
Total Kjeldahl Nitrogen (TKN)	SM 4500-N	10	$35.00
Total Nitrogen	varies	10	$60.00
Total Nitrogen	varies	10	$60.00

Group Analysis Details

Alkalinity consists of:

Alkalinity

General Mineral - Mariposa County consists of:

Alkalinity	Calcium, Total	Cation/Anion Balance (Calc)	Chloride
Copper, Total	Elec. Cond. by SM2510B	Iron, Total	Langelier Index (Calc)
Magnesium, Total	Manganese, Total	Methylene Blue Active Substances (MBAS)	Nitrate as Nitrogen by EPA 300.0
pH - Water	Potassium, Total	Sodium, Total	Sulfate
Temperature	Total Dissolved Solids (TDS)	Zinc, Total	

Inorganic Chemical w/o CN consists of:

Aluminum, Total	Antimony, Total	Arsenic, Total	Barium, Total
Beryllium, Total	Cadmium, Total	Chromium, Total	Fluoride
Lead, Total	Mercury, Total	Nickel, Total	Nitrate as Nitrogen by EPA 300.0
Nitrite as N	Perchlorate (Sub)	Selenium, Total	Silver, Total
Thallium, Total			

Lead and Copper (DW) consists of:

Copper, Total	Lead, Total

pH with temperature consists of:

pH - Water	Temperature

Secondary/GP consists of:

Alkalinity	Calcium, Total	Chloride	Color (Apparent)
Copper, Total	Elec. Cond. by SM2510B	Iron, Total	Magnesium, Total
Manganese, Total	Methylene Blue Active Substances (MBAS)	Odor	pH - Water
Silver, Total	Sodium, Total	Sulfate	Temperature
Total Dissolved Solids (TDS)	Turbidity	Zinc, Total	

Total Nitrogen consists of:

Nitrate as Nitrogen by EPA 300.0	Nitrite as N	Total Kjeldahl Nitrogen (TKN)

MOORE TWINING ASSOCIATES, INC.

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Fresno, CA 93721
(559) 268-7021 Phone
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Analytical Services Quotation

Nora M. Cole
Mariposa County
Analytical Services 2025 to 2028

Printed: 05/29/25
Effective: 07/01/25
Expires: 06/30/28

If you have any questions, please feel free to call us at the number listed above. We look forward to earning your business.

Sincerely,

Moore Twining Associates, Inc.

Ralph N. Delgado

Ralph Delgado
Director of Quality Assurance /Sales Manager

Accepted by: _____

Nora M. Cole
Mariposa County

Date: 05-29-2025

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Nora M. Cole
Mariposa County
Analytical Services 2025 to 2028

Printed: 05/29/25
Effective: 07/01/25
Expires: 06/30/28

Analysis Details

Analyte	MDL	Reporting Limit
Total Coliform, Fecal & E. Coli (3x5 MTF) in Water (SM 9221)		
E. Coli		1.8 MPN/100mL
Fecal Coliforms		1.8 MPN/100mL
Total Coliforms		1.8 MPN/100mL
Total Coliform & E. Coli (DW MPN) in Water (SM 9223 B)		
E. Coli		1.0 MPN/100mL
Total Coliforms		1.0 MPN/100mL
Total Coliform & E. Coli (DW P/A) in Water (SM 9223 B)		
E. Coli		N/A
Total Coliforms		N/A
Alkalinity in Water (SM 2320 B)		
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Ammonia as Nitrogen (NH3-N) in Water (EPA 350.1)		
Ammonia as N	0.097	1.0 mg/L
Biochemical Oxygen Demand (BOD[5]) in Water (SM 5210 B)		
Biochemical Oxygen Demand	1.0	1.0 mg/L
Carbonate & Bicarbonate in Water (SM 2320 B)		
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Cation/Anion Balance (Calc) in Water (SM 1030 F)		
Cation/Anion Balance (% Difference)		%
Chloride in Water (EPA 300.0)		
Chloride	0.24	2.0 mg/L
Chloride	0.24	2.0 mg/L
Chloride	0.24	2.0 mg/L
Color (Apparent) in Water (SM 2120 B)		
Color (Apparent)		1.0 Color Units
Elec. Cond. by SM2510B in Water (SM 2510 B)		
Specific Conductance (EC) at 25 °C	0.26	1.0 µS/cm
Specific Conductance (EC) at 25 °C	0.26	1.0 µS/cm
Specific Conductance (EC) at 25 °C	0.26	1.0 µS/cm

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

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Analyte	MDL	Reporting Limit
Fluoride in Water (EPA 300.0)		
Fluoride	0.028	0.10 mg/L
Gross Alpha (Sub) in Water (EPA 900.0)		
Gross Alpha		pCi/L
Langelier Index (Calc) in Water (SM 2330 B)		
Langelier Index		SI
Methylene Blue Active Substances (MBAS) in Water (SM 5540 C)		
MBAS, calc. as LAS, mol wt 340	0.019	0.050 mg/L
MBAS, calc. as LAS, mol wt 340	0.019	0.050 mg/L
Nitrate as Nitrogen by EPA 300.0 in Water (EPA 300.0)		
Nitrate as N	0.050	0.40 mg/L
Nitrate as N	0.050	0.40 mg/L
Nitrate as N	0.050	0.40 mg/L
Nitrate as N	0.050	0.40 mg/L
Nitrite as N in Water (EPA 300.0)		
Nitrite as N	0.050	0.30 mg/L
Nitrite as N	0.050	0.30 mg/L
Nitrite as N	0.050	0.30 mg/L
Odor in Water (SM 2150 B)		
Threshold Odor Number	1.0	1.0 T.O.N.
pH - Water in Water (SM 4500-H B)		
pH	0.10	0.10 pH Units
pH	0.10	0.10 pH Units
pH	0.10	0.10 pH Units
Settleable Matter in Water (SM 2540 F)		
Total Settleable Solids	0.10	0.10 mL/L/Hr
Sulfate in Water (EPA 300.0)		
Sulfate as SO4	0.82	2.0 mg/L
Sulfate as SO4	0.82	2.0 mg/L
Total Dissolved Solids (TDS) in Water (SM 2540 C)		
Total Dissolved Solids	8.1	10 mg/L
Total Dissolved Solids	8.1	10 mg/L
Total Dissolved Solids	8.1	10 mg/L
Temperature in Water (SM 2550 B)		
Temperature	0.10	0.10 °C
Temperature	0.10	0.10 °C
Temperature	0.10	0.10 °C
Total Kjeldahl Nitrogen (TKN) in Water (EPA 351.2)		
Total Kjeldahl Nitrogen	0.45	0.50 mg/L
Total Kjeldahl Nitrogen	0.45	0.50 mg/L
Total Suspended Solids (TSS) in Water (SM 2540 D)		
Total Suspended Solids	0.23	4.0 mg/L
Turbidity in Water (EPA 180.1)		
Turbidity	0.036	0.10 NTU
Ammonia as Nitrogen (NH3-N) in Soil (EPA 350.1)		
Ammonia as N	0.097	5.0 mg/kg

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Analyte	MDL	Reporting Limit
Nitrate as Nitrogen by EPA 300.0 in Soil (EPA 300.0)		
Nitrate as N	0.050	0.40 mg/kg
Nitrite as N in Soil (EPA 300.0)		
Nitrite as N	0.050	0.30 mg/kg
Total Kjeldahl Nitrogen (TKN) in Soil (SM 4500-N)		
Total Kjeldahl Nitrogen	0.45	25 mg/kg
Total Kjeldahl Nitrogen	0.45	25 mg/kg
525 - Semivolatile Organic Compounds in Water (EPA 525.2)		
Alachlor	0.38	1.0 µg/L
Atrazine	0.69	1.0 µg/L
Benzo (a) pyrene	0.094	0.10 µg/L
Bis(2-ethylhexyl) adipate	0.38	3.0 µg/L
Bis(2-ethylhexyl) phthalate	1.2	3.0 µg/L
Bromacil	3.9	10 µg/L
Butachlor	0.25	0.38 µg/L
Chlorpyrifos	0.31	1.0 µg/L
Diazinon	0.15	0.25 µg/L
Dimethoate	6.1	10 µg/L
Metolachlor	0.45	0.50 µg/L
Metribuzin	1.2	0.50 µg/L
Molinate	0.17	2.0 µg/L
Propachlor	0.32	0.50 µg/L
Simazine	0.94	1.0 µg/L
Thiobencarb	0.24	1.0 µg/L
surr: 1,3-Dimethyl-2-nitrobenzene		
surr: Perylene-d12		
surr: Triphenyl phosphate		
525 - Semivolatile Organic Compounds - Short List in Water (EPA 525.2)		
Alachlor	0.38	1.0 µg/L
Atrazine	0.69	1.0 µg/L
Simazine	0.94	1.0 µg/L
Thiobencarb	0.24	1.0 µg/L
surr: 1,3-Dimethyl-2-nitrobenzene		
surr: Perylene-d12		
surr: Triphenyl phosphate		
524 - 1,2,3-TCP in Water (SRL 524M)		
1,2,3-Trichloropropane (123TCP)	0.0015	0.0050 µg/L

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Analyte	MDL	Reporting Limit
524 - Volatile Organic Compounds in Water (EPA 524.2)		
1,1,1,2-Tetrachloroethane	0.13	0.50 µg/L
1,1,1-Trichloroethane (TCA)	0.11	0.50 µg/L
1,1,2,2-Tetrachloroethane	0.20	0.50 µg/L
1,1,2-Trichloroethane	0.12	0.50 µg/L
1,1-Dichloroethane	0.10	0.50 µg/L
1,1-Dichloroethene	0.12	0.50 µg/L
1,2,3-Trichlorobenzene	0.24	0.50 µg/L
1,2,4-Trichlorobenzene	0.21	0.50 µg/L
1,2,4-Trimethylbenzene	0.14	0.50 µg/L
1,2-Dichlorobenzene	0.14	0.50 µg/L
1,2-Dichloroethane (1,2-DCA)	0.12	0.50 µg/L
1,2-Dichloropropane	0.10	0.50 µg/L
1,3,5-Trimethylbenzene	0.14	0.50 µg/L
1,3-Dichlorobenzene	0.13	0.50 µg/L
1,3-Dichloropropane	0.10	0.50 µg/L
1,4-Dichlorobenzene	0.13	0.50 µg/L
2,2-Dichloropropane	0.16	0.50 µg/L
2-Chlorotoluene	0.13	0.50 µg/L
4-Chlorotoluene	0.14	0.50 µg/L
Benzene	0.093	0.50 µg/L
Bromobenzene	0.13	0.50 µg/L
Bromochloromethane	0.14	0.50 µg/L
Bromodichloromethane	0.12	0.50 µg/L
Bromoform	0.16	0.50 µg/L
Bromomethane	0.18	0.50 µg/L
Carbon tetrachloride	0.11	0.50 µg/L
Chlorobenzene	0.10	0.50 µg/L
Chloroethane	0.10	0.50 µg/L
Chloroform	0.11	0.50 µg/L
Chloromethane	0.13	0.50 µg/L
cis-1,2-Dichloroethene	0.13	0.50 µg/L
cis-1,3-Dichloropropene	0.10	0.50 µg/L
Dibromochloromethane	0.13	0.50 µg/L
Dibromomethane	0.13	0.50 µg/L
Dichlorodifluoromethane (CFC-12)	0.12	0.50 µg/L
Di-isopropyl ether (DIPE)	0.13	0.50 µg/L
Ethyl tert-Butyl Ether (ETBE)	0.18	3.0 µg/L
Ethylbenzene	0.12	0.50 µg/L
Hexachlorobutadiene	0.17	0.50 µg/L
Isopropylbenzene	0.13	0.50 µg/L
m,p-Xylene	0.27	0.50 µg/L
Methyl tert-Butyl Ether (MTBE)	0.24	3.0 µg/L
Methylene chloride	0.18	0.50 µg/L
Naphthalene		0.50 µg/L
n-Butylbenzene	0.24	0.50 µg/L

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Analyte	MDL	Reporting Limit
n-Propylbenzene	0.14	0.50 µg/L
o-Xylene	0.13	0.50 µg/L
p-Isopropyltoluene	0.14	0.50 µg/L
sec-Butylbenzene	0.14	0.50 µg/L
Styrene	0.14	0.50 µg/L
Tert-Amyl Methyl Ether (TAME)	0.11	3.0 µg/L
tert-Butyl alcohol (TBA)	2.6	5.0 µg/L
tert-Butylbenzene	0.14	0.50 µg/L
Tetrachloroethene (PCE)	0.13	0.50 µg/L
Toluene	0.098	0.50 µg/L
Total 1,3-Dichloropropene		0.50 µg/L
Total Trihalomethanes		0.50 µg/L
trans-1,2-Dichloroethene	0.12	0.50 µg/L
trans-1,3-Dichloropropene	0.11	0.50 µg/L
Trichloroethene (TCE)	0.12	0.50 µg/L
Trichlorofluoromethane (CFC-11)	0.10	5.0 µg/L
Trichlorotrifluoroethane (CFC-113)	0.13	10 µg/L
Vinyl chloride	0.093	0.50 µg/L
Xylenes		0.50 µg/L
surr: 1,2-Dichlorobenzene-d4		
surr: 4-Bromofluorobenzene		
Total Trihalomethanes (TTHM) in Water (EPA 524.2)		
Bromodichloromethane		0.50 µg/L
Bromoform		0.50 µg/L
Chloroform		0.50 µg/L
Dibromochloromethane		0.50 µg/L
TTHM	0.50	0.50 µg/L
surr: 1,2-Dichlorobenzene-d4		
surr: 4-Bromofluorobenzene		

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Analysis Details

Analyte	MDL	Reporting Limit
Metals (Total) in Water (EPA 200.7)		
Arsenic	0.0080	0.010 mg/L
Calcium	0.018	0.10 mg/L
Copper	0.0030	0.0050 mg/L
Iron	0.036	0.10 mg/L
Magnesium	0.0080	0.10 mg/L
Manganese	0.0036	0.0050 mg/L
Potassium	0.17	1.0 mg/L
Silver	0.0030	0.0050 mg/L
Sodium	0.14	1.0 mg/L
Zinc	0.0042	0.0050 mg/L
Metals (Total) in Water (EPA 200.8)		
Aluminum	3.1	4.0 µg/L
Antimony	0.41	1.0 µg/L
Arsenic	0.84	1.0 µg/L
Barium	0.031	1.0 µg/L
Beryllium	0.20	1.0 µg/L
Cadmium	0.039	0.20 µg/L
Chromium	0.42	1.0 µg/L
Copper	0.48	2.0 µg/L
Iron	17	20 µg/L
Lead	0.47	1.0 µg/L
Manganese	0.75	1.0 µg/L
Mercury	0.089	0.10 µg/L
Nickel	0.46	1.0 µg/L
Selenium	0.92	1.0 µg/L
Silver	0.34	1.0 µg/L
Thallium	0.45	1.0 µg/L
Metals (Total) in Water (EPA 6010B)		
Arsenic	0.010	0.010 mg/L
Iron	0.014	0.10 mg/L
Manganese	0.0014	0.0050 mg/L
Sodium	0.026	1.0 mg/L
Metals (Total) in Soil (EPA 6010B)		
Arsenic	0.85	2.0 mg/kg

TWINLAB-01 GOKULNATHANGUNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2025

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

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

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Sandra Molleck PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sandra.molleck@dibu.com
INSURED Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716	INSURER A : Crum & Forster Specialty Insurance Company — 44520 INSURER B : Travelers Indemnity Company of Connecticut — 25682 INSURER C : American Family Home Insurance Company — 23450 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	EPK148441	7/27/2024	7/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CONTR POLLUTION	$ 5,000,000 $ 300,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	8102Y553340	7/27/2024	7/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EFX125716	7/27/2024	7/27/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	2EA5WC000147201	7/27/2024	7/27/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors & Omissions			EEO105945	7/27/2024	7/27/2025	Each Occurrence	5,000,000
A	Errors & Omissions			EEO105945	7/27/2024	7/27/2025	Aggregate	5,000,000

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

Contract No: 20-056

IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY WILL APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

This confirmation of coverage neither affirmatively nor negatively amends, extends or alters the coverage given by the policy issued

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Mariposa
Director of Public Works & Transportation
4639 Ben Hur Road
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



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AGENCY CUSTOMER ID: TWINLAB-01 GOKULNATHANGUNA

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E02096	NAMED INSURED
DiBuduo & DeFendis Insurance Brokers, LLC		Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716 Fresno County
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional Liability is a claims made policy

Insured: 30 day Notice of Cancellation/10 day Non Payment
Coverage is subject to all policy terms, conditions, limitations and exclus

Umbrella Policy is follow form

The County, its officers, officials, employees and volunteers are named as Additional insureds with respects to General Liability per form EN0145-1111 attached and to Auto Liability per form CAT3530215 attached. Primary and Non-Contributory wording applies to General Liability per form EN0348-0217 attached to Auto Liability per form CAT474 0216 attached. Waiver of Subrogation applies to Workers Compensation per form WC 99 04 03 (ed 09-08) attached.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-264

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with VRPA Technologies, Inc., for Staff Augmentation for the Engineering Department in the Amount Not to Exceed $100,000; and Authorize the Board Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with VRPA Technologies, Inc., for Staff Augmentation for the Engineering Department in the Amount Not to Exceed $100,000; and Authorize the Board Supervisors Chair to Sign the Agreement.

The Engineering Department is experiencing an increasing flow of Capital Improvement Project demands. To ensure the timely delivery of critical infrastructure and development goals, the Engineering Department is implementing staff augmentation strategies. This approach involves bringing in qualified temporary personnel to supplement our in-house team, allowing us to scale resources quickly, fill specialized skill gaps, and enhance overall productivity.

The County Engineer plans on utilizing staff augmentation to support strategic planning and project execution. Augmented staff are playing a critical role in coordinating with Caltrans Bridge Program to secure time extensions, pursue additional funding, and ensure compliance with state and federal requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has experienced ongoing difficulties in recruiting and retaining qualified candidates, resulting in prolonged vacancies that impact departmental operations and service delivery.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Engineering Department is short-staffed, and State and Federal Programs may fall behind with potential loss of funding.

FINANCIAL IMPACT

Salary savings will be used to fund this Agreement.

ATTACHMENTS

1. Agreement VRPA Technologies, Inc.

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR ENGINEERING STAFFING AUGMENTATION

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and VRPA Technologies, Inc. (VRPA), hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2026, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform County Staff Augmentation 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 $100,000.00 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

employee of 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. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Jason K. Vivian, PE -Director
of Civil Engineering
4630 W. Jennifer, Ste. 105,
Fresno, CA 93722

COUNTY:
Public Works
County Mariposa
4639 Ben Hur Road
Mariposa, CA 9533

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Jason K. Vivian, PE -Director
of Civil Engineering

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Walter W. Wall
County Counsel

Exhibit A

SCOPE OF WORK

General Information, Purpose, and Assumptions:

Mariposa County (County) is seeking to enter a contract with VRPA Technologies, Inc. (VRPA) to provide general Engineering services to assist the County as needs arise, and in areas where the County either does not have the available staff and/or expertise to complete a specific task or provide a specific service/product. The County anticipates a monthly expenditure of approximately $10,000 to $15,000 per month (approximately 10 hours per week) for the following Engineering services described. VRPA will perform all work remotely except for any required in-person office/field meetings with County/outside agency staff or Consultants (VRPA will request reimbursement for any travel expenses incurred).

The County requests that VRPA perform general Engineering services which include, but are not limited to, project and consultant management, preparation and review of County documentation (County contracts, Agenda Items, Project and/or Board of Supervisors presentations, staff reports, budgeting, invoices, Caltrans LAPM/LAPG forms – for federally funded projects), review of technical project information and submittals (PS&E packages, technical reports, environmental documentation – NEPA & CEQA, construction package support), utility and right-of-way support (including any necessary field meetings with project staff and stakeholders/property owners), constructability reviews and construction/field support services including field observations, field engineering and assistance with construction contract matters (RFI/submittals reviews and responses, change order reviews, coordination of environmental monitoring and project documentation/closeout and as-built plan development, etc.), and advisory services.

Scope of Work:

The following general scope describes the services provided.

Task 1 – Project and Consultant Management

VRPA will be responsible for managing a Prime consultant or specific project tasks, including the work needed to:

- Assist and/or lead in the selection of a Prime consultant (including preparation of any RFP materials, RFP reviews, selection, Scope/Fee Negotiations and Contract development and execution)
- Direct the project team and manage the Prime Consultant (Prime) selected by the County
- Attend/lead any necessary project meetings including but not limited to project kick-off, field review, type selection, monthly project delivery team (PDTs) meetings, property owner & utility conflict discussions
- Ensure the Prime is following/meeting schedule deadlines and prepare or request schedule updates as needed

- Following coordination with County on specific items requiring County action, provide response on behalf of County or ensure response by the County
- Serve as a liaison between Prime consultant and Caltrans District 10 Local Assistance Engineer/staff
- Serve as an extension of County staff to assist with any other management related tasks not identified specifically in this RFP
- Provide advisory services as needed to help County deliver HBP or other County projects

Task 2 – Preparation and Review of County Documentation

VRPA will be responsible for performing the following:

- Preparing, reviewing, and coordinating Prime and/or any other necessary project related Contracts with County Counsel, Risk Management and County staff and completing/assisting all related tasks to ensure contract execution (by the Board of Supervisors or Purchasing Department)
- Preparation of Project Agenda Items in accordance with County standards
- Preparation and delivery of any necessary project presentations to County staff, the BOS, project stakeholders, media, or property owners impacted by a project or program
- Preparation of Staff Reports with updated project(s) status and explanation of critical path items including any impacts to Project schedule and/or delivery
- Preparation of Annual and/or Quarterly budgeting projections in accordance with County standards
- Review of Prime consultant and outside agency invoices/work summary reports to verify work completed and funding eligibility
- Review of County generated invoices for federal/local reimbursement requests
- Preparation of any necessary LAPM/LAPG (or other required Federal reimbursement) forms and/or information needed to secure (and maintain) project or program funding

Task 3 – Technical Project Information and PS&E Submittal Reviews

VRPA will be responsible for providing the following:

- Review of any technical reports and/or studies (including NEPA/CEQA documents) prepared by the Prime on behalf of the County to ensure accuracy, completeness and conformity with County, State, and/or Federal project/funding program standards
- Review of PS&E submittals via Bluebeam and in accordance with County standards
- Coordinate review of PS&E submittals by County staff and meet with Prime as necessary to discuss and review any critical items and provide County direction per Prime's request
- Verify all comments are addressed on behalf of County and changes incorporated by Prime as part of the following PS&E submittal
- Assist and/or lead effort to generate biddable construction packages including any coordination with County staff for advertisement of project, preparing for/attending prebid

meetings, developing contractor Q&A responses and project addenda, performing bid reviews, preparing Agenda Items, and securing executed construction Contracts
- Assistance with preparation of Project Specifications and Specifications template including updates, in accordance with Caltrans and County standards

Task 4 - Utility and Right-of-Way Support

VRPA will be responsible for providing the following:

- Coordination/attendance of/at any necessary meetings (including field meetings) requiring property or utility owner discussions of impacted property or utilities
- Coordination between Right-of-Way staff and Prime for any required information needed to secure necessary property rights
- Preparation and coordination of any required contracts between Utility owners and County in accordance with LAPM/LAPG or any other federal/state/local requirements.
- Coordination with Caltrans Local Assistance as needed to secure ROW certification in accordance with LAPM guidelines
- Providing County Right-of-Way staff with all necessary project information, discussions, and any other supporting documentation or technical assistance needed to secure necessary project rights and utility clearances

Task 5 – Constructability Reviews and Construction Support

VRPA will be responsible for performing any of the following services needed during the construction phase of a project:

- Constructability reviews for any proposed work (including, but not limited to, road improvement projects, bridge replacement/rehab projects, capital improvement projects, emergency relief (FEMA/FHWA) projects, and encroachment permit projects by third parties)
- Construction (field) support services, including, but not limited to, field observations/field engineering as needed to support the County Resident Engineer
- Assistance with construction contract matters including preparation of RFI responses, contractor submittal and change order reviews
- Contract preparation and project coordination for consultant support services needed during construction including materials testing, geotechnical support, environmental monitoring (including project documentation/closeout), and structural engineering support
- Assisting County staff with preparation of construction updates including any necessary property owner/stakeholder coordination including distribution of project updates
- Preparation of any final invoices or project funding modifications needed to close out a project/program in accordance with project/program funding guidelines

- Assistance with any project related applications (including post-construction awards) or presentations to the Board of Supervisors or any engineering society/organization for project recognition or information sharing

Exhibit B

COST PROPOSAL

VRPA TECHNOLOGIES, INC.

2024-25 RATE SCHEDULE

June 4, 2025

Caltrans Acceptance Id: D2025-1368, Expires 06/30/2025

EMPLOYEE CLASSIFICATION:	DIRECTOR OF CIVIL ENGINEERING	CONTRACT ADMINISTRATION | OUTREACH SPECIALIST	INTERN
Employee Name:	Jason Vivian	Dena Graham	Various
HOURLY SALARY	$83.71	$48.69	$22.00
ALLOWANCE FOR ANTICIPATED SALARY INCREASES (3%)*[1]	$2.51	$1.46	$0.66
ANTICIPATED AVERAGE SALARY OVER THE LIFE OF THE PROJECT	$86.22	$50.15	$22.66
OVERHEAD (193.72%)*[2]	$167.03	$97.15	$43.90
SUBTOTAL (HOURLY COST)	***$253.25***	***$147.30***	***$66.56***
PROFIT (12%)	$30.39	$17.68	$7.99
HOURLY RATE:	***$283.64***	***$164.98***	***$74.54***

*[1] Salary adjustments updated effective 7/1/2024
Next salary adjustments anticipated July 2025

*[2] Overhead Rate 193.72%

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED VRPA Technologies, Inc. c/o Dena Graham 4630 W. Jennifer, #105 Fresno, CA 93722	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Citizens Insurance Company of America 31534 INSURER B: The Hanover American Insurance Company 36064 INSURER C: Continental Casualty Company 20443 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W34531114 **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:			OBCA400416	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			OBCA400416	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			OBCA400416	09/01/2024	09/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WZCA364702	09/01/2024	09/01/2025	[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			MCH113820568	09/01/2024	09/01/2025	Per Claim Aggregate	$2,000,000 $4,000,000

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

CERTIFICATE HOLDER

For Insurance Verification Purposes

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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SR ID: 26343133 BATCH: 3593718

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-265

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve First Amendment to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In accordance with the provisions of Board of Supervisors Resolution 2017-580, staff had successfully negotiated an Agreement for Emergency Use of Facility with the Madera-Mariposa-Merced CAL FIRE Command Unit for the use of the Mariposa-Yosemite Airport, and that agreement was approved by the Board of Supervisors on May 6, 2025 (RES 2025-160).

After the Board of Supervisors' approval of the agreement, CAL FIRE informed Mariposa County Public Works of a change in CAL FIRE Aviation Management Unit policy regarding the payment of flowage fees. CAL FIRE has transferred responsibility for the payment of flowage fees to the contracted aircraft operator. Therefore, language regarding the payment of flowage fees must be removed from the agreement between Mariposa County and CAL FIRE.

All revenue generated from the contract will be allocated to the Mariposa-Yosemite Airport Operations Fund (Fund 6610), benefiting the Mariposa-Yosemite Airport directly.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has had Emergency Use of Facilities Agreements with the CAL FIRE Madera-Mariposa-Merced Unit for the Mariposa-Yosemite Airport in the past that included payment of flowage fees.

The Mariposa County Board of Supervisors approved an Emergency Use of Facilities Agreement with CAL FIRE Madera-Mariposa-Merced Unit for the Mariposa-Yosemite Airport on May 6, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve this amended agreement, CAL FIRE could stage helicopters in another community, which may increase the response time.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa-Yosemite Airport EU 2025 - Amended**
2. **Amendment Email**
3. **Mariposa-Yosemite Airport EU 2025 - Signed**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15)

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: County of Mariposa – Department of Public Works

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the Madera-Mariposa-Merced Unit of the California Department of Forestry and Fire Protection for use as Emergency Incident Helibase/Airbase for exclusive use helicopter. .

1. DESCRIPTION OF FACILITIES:

Yosemite Airport located at 5020 Macready Way, Mariposa, CA 95338.

Airport facilities to be used as a helibase/airbase to support helicopters and aircraft, support trailers and equipment,

fuel tenders and helibase/airbase personnel.

Rate: $103.50/pad per day

Building: $121.90/day

*Fuel flowage fees are to be paid by the contracted Exclusive Use Helicopter, not CAL FIRE.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of $ 328.90 . The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 06/01/2025 , and shall end on or before 12/31/2025
(may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

All utilities

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Samuel Cerveny **TELEPHONE NUMBER:** (209) 347-3140

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AGREEMENT FOR EMERGENCY USE OF FACILITIES

CAL FIRE-95 (Rev. 05/15) (Reverse)

7. **LOSS, DAMAGE, OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.

   The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.

8. **HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

9. **SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

10. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

11. **DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720**: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

12. **CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER	**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
BY: County of Mariposa	BY: CAL FIRE Madera-Mariposa-Merced Unit
TITLE: Chair, Board of Supervisors	TITLE: Staff Services Manager I
DATE:	DATE:
NAME:	NAME: Courtney Arebalo
SIGNATURE:	SIGNATURE:
STREET ADDRESS: 4639 Ben Hur Road	STREET ADDRESS: 5366 State Highway 49 North
Mariposa, CA 95338	Mariposa, CA 95338
TELEPHONE: (209) 966-5356	TELEPHONE: (209) 966-3622
TELEPHONE: (Night) (209) 347-3140	TELEPHONE: (Night) (209) 628-5006

Samuel Cerveny

From: Arebalo, Courtney@CALFIRE <Courtney.Arebalo@fire.ca.gov>
Sent: Thursday, June 5, 2025 2:51 PM
To: Samuel Cerveny
Cc: Shannon Hansen; Pendarvis, Larry@CALFIRE
Subject: RE: Mariposa-Yosemite Airport Helibase
Attachments: calfire95 - Yosemite Airport EU 2025.doc

Good afternoon Samuel,

We have been notified by CAL FIRE's Aviation Management Unit (AMU) regarding changes with our exclusive use helicopter, one directly affecting an expense outlined in the land use agreement we completed a couple months ago. The change affects the fuel flowage fee and who's responsible for payment. CAL FIRE is no longer responsible to pay for fuel flowage fees, that is now a responsibility on the contracted aircraft. This was brought to our attention after I submitted the land use agreement for review and approval. Unfortunately, I have to remove the verbiage from the agreement and am requesting for it to be reviewed once more for approval. Chief Pendarvis is ensuring that all CAL FIRE parties are aware of this change, along with the contracted aircraft.

I have attached the updated land use agreement for your review. Please let myself or Chief Pendarvis know if you have any questions. We'd be happy to provide any additional information to elevate any concerns.

Thank you,

Courtney Arebalo
Staff Services Manager I
5366 Hwy 49 N, Mariposa, CA 95338
(209) 742-1976 Office

From: Samuel Cerveny <scerveny@mariposacounty.org>
Sent: Monday, March 31, 2025 8:34 AM
To: Arebalo, Courtney@CALFIRE <Courtney.Arebalo@fire.ca.gov>
Cc: Shannon Hansen <shansen@mariposacounty.org>
Subject: RE: Mariposa-Yosemite Airport Helibase

Hello Courtney,

Everything looks great. The agreement is scheduled to be presented to the Board of Supervisors on April 15. The signed copy will be forwarded sometime the week of that meeting.

Thank you,

Sam

Docusign Envelope ID: 594252E7-2581-4515-A89E-91834125D8A1

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-160

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In accordance with the provisions of Board of Supervisors Resolution 2017-580, staff has successfully negotiated an Agreement for Emergency Use of Facility with the Madera-Mariposa-Merced CAL FIRE Command Unit for the use of the Mariposa-Yosemite Airport.

All revenue generated from the contract will be allocated to the Mariposa-Yosemite Airport Operations Fund (Fund 6610) to directly benefit the Mariposa-Yosemite Airport.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has had Emergency Use of Facilities Agreements with the CAL FIRE Madera-Mariposa-Merced Unit for the Mariposa-Yosemite Airport in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve this agreement, CAL FIRE would stage helicopters in another community, which may increase in response time.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa-Yosemite Airport EU 2025**
2. **Resolution 2017-580**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District II Supervisor Shannon Poe

Initial SC

Docusign Envelope ID: 594252E7-2581-4515-A89E-91834125D8A1

SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

Docusign Envelope ID: 594252E7-2581-4515-A89E-91834125D8A1

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
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CAL FIRE-95 (Rev. 05/15)

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: County of Mariposa – Department of Public Works

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the Madera-Mariposa-Merced Unit of the California Department of Forestry and Fire Protection for use as Emergency Incident Helibase/Airbase for exclusive use helicopter. .

1. DESCRIPTION OF FACILITIES:

Yosemite Airport located at 5020 Macready Way, Mariposa, CA 95338.

Airport facilities to be used as a helibase/airbase to support helicopters and aircraft, support trailers and equipment,

fuel tenders and helibase/airbase personnel.

Rate: $103.50/pad per day

Building: $121.90/day

Additional Fee: Fuel flowage fee of $0.25/gallon for each gallon of “offsite” fuel that is used to fill aircraft.

Gallons are required to be validated by CAL FIRE representative.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of $ 328.90 . The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 06/01/2025 , and shall end on or before 12/31/2025 (may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

All utilities

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Samuel Cerveny **TELEPHONE NUMBER:** (209) 347-3140

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

Docusign Envelope ID: 594252E7-2581-4515-A89E-91834125D8A1

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   The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.

8. **HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

9. **SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

10. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

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OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

APPROVED AS TO FORM
DocuSigned by:
7F70E7E57022409...
Walter Wall, County Counsel

OWNER	**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
BY: County of Mariposa	BY: CAL FIRE Madera-Mariposa-Merced Unit
TITLE: Chair, Board of Supervisors	TITLE: Staff Services Manager I
DATE: 5/8/2025 | 3:52 PM PDT	DATE: 5/8/2025 | 4:03 PM PDT
NAME: Rosemarie Smallcombe	NAME: Courtney Arebalo
SIGNATURE: DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC...	SIGNATURE: Signed by: Courtney Arebalo 8691C423D1AB4EB...
STREET ADDRESS: 4639 Ben Hur Road	STREET ADDRESS: 5366 State Highway 49 North
Mariposa, CA 95338	Mariposa, CA 95338
TELEPHONE: (209) 966-5356	TELEPHONE: (209) 966-3622
TELEPHONE: (Night) (209) 347-3140	TELEPHONE: (Night) (209) 628-5006

Certificate Of Completion

Envelope Id: 594252E7-2581-4515-A89E-91834125D8A1
Status: Completed
Subject: Complete with Docusign: Mariposa County - Res 2025-160 - Public Works - CAL FIRE - 050725.pdf
Source Envelope:
Document Pages: 4
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 10.103.81.137

Record Tracking

Status: Original
5/7/2025 2:41:04 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: Docusign

Signer Events	Signature	Timestamp
Walter Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	DocuSigned by: 7F70E7E57022409... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 5/7/2025 2:55:48 PM Viewed: 5/8/2025 3:42:45 PM Signed: 5/8/2025 3:42:59 PM
Electronic Record and Signature Disclosure: Accepted: 5/8/2025 3:42:45 PM ID: 11202d7a-6db7-4f3f-8b5f-1b49122665b5		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/8/2025 3:43:00 PM Viewed: 5/8/2025 3:52:13 PM Signed: 5/8/2025 3:52:30 PM
Electronic Record and Signature Disclosure: Accepted: 5/8/2025 3:52:13 PM ID: e94f784b-e504-47ea-8a43-b41229991aef		
Courtney Arebalo courtney.arebalo@fire.ca.gov Security Level: Email, Account Authentication (None)	Signed by: Courtney Arebalo 8691C423D1AB4EB... Signature Adoption: Pre-selected Style Using IP Address: 165.235.73.56	Sent: 5/8/2025 3:52:31 PM Viewed: 5/8/2025 4:03:08 PM Signed: 5/8/2025 4:03:29 PM
Electronic Record and Signature Disclosure: Accepted: 5/8/2025 4:03:08 PM ID: f09e3c12-294d-4ecf-9163-4205df19d61e		
Samuel Cerveny scerveny@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial SC Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/8/2025 4:03:30 PM Viewed: 5/8/2025 4:21:26 PM Signed: 5/8/2025 4:32:39 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/8/2025 4:21:26 PM ID: ebdf31d4-7673-4644-b134-2dc31b7425cd		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/7/2025 2:55:48 PM
Certified Delivered	Security Checked	5/8/2025 4:21:26 PM
Signing Complete	Security Checked	5/8/2025 4:32:39 PM
Completed	Security Checked	5/8/2025 4:32:39 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-266

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with PJ Helicopters, Inc. for the Payment of Fuel Flowage Fees Related to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with PJ Helicopters, Inc. for the Payment of Fuel Flowage Fees Related to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In accordance with the provisions of Board of Supervisors Resolution 2017-580, staff had successfully negotiated an Agreement for Emergency Use of Facility with the Madera-Mariposa-Merced CAL FIRE Command Unit for the use of the Mariposa-Yosemite Airport, and that agreement was approved by the Board of Supervisors on May 6, 2025 (RES 2025-160).

Following Board approval, CAL FIRE informed Mariposa County Public Works of a policy change by the CAL FIRE Aviation Management Unit regarding the payment of fuel flowage fees. Responsibility for these fees has been transferred to the contracted aircraft operator.

Mariposa County Public Works subsequently engaged with the contracted aircraft operator, PJ Helicopters, Inc., which submitted an agreement to pay the fuel flowage fees associated with their contract, and the County's agreement with CAL FIRE.

All revenue generated from this agreement will be allocated to the Mariposa-Yosemite Airport Operations Fund (Fund 6610) for the direct benefit of the airport.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors approved an Emergency Use of Facilities Agreement with CAL FIRE Madera-Mariposa-Merced Unit for the Mariposa-Yosemite Airport on May 6, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the amended agreement, the Mariposa-Yosemite Airport will not receive revenue from fuel flowage fees associated with the Emergency Use of Facility agreement with CAL FIRE.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Mariposa Agreement_2025

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

6/13/25

Mr. Samuel Cerveny
5020 Macready Way
Mariposa, CA 95338

Dear Mr. Cerveny,

On behalf of PJ Helicopters, Inc., I am writing for the purpose of agreeing to terms related to Fuel Flowage Fees related to our contract with Cal Fire, based out of the Mariposa-Yosemite Airport. The terms herein apply between **PJ Helicopters, Inc.** and **Mariposa-Yosemite Airport.**

PJ Helicopters agrees to pay a fuel flowage fee of **$0.25 per gallon** of aviation fuel dispensed out of our mobile refueler(s) into our aircraft, while on Mariposa-Yosemite Airport property. PJ Helicopters will submit a total number of gallons pumped on Airport property by the 10th of each month for the previous month to the email address provided: mpi@mariposacounty.org. Once PJ Helicopters receives an invoice for the charges due, we will remit payment within 30 days from date of invoice.

Sincerely,

Theodore Rawlings, Fleet Manager

By authorized representatives of both parties stated within this letter signing below, each party agrees to the terms stated here in this letter.

Mariposa-Yosemite Airport Representative

Printed Name:_____

Title:_____

Signature:_____

Date:_____

PJ Helicopters, Inc. Representative

Printed Name: Theodore Rawlings

Title: Fleet Manager

Signature:_____

Date: 6/13/25

CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY) 6/13/2025

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 Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1488561 P.J. Helicopters, Inc. A Quanta Services Company 903 Langley Way Red Bluff CA 96080	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** Starr Specialty Insurance Company — 16109 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21960359 **REVISION NUMBER:** XXXXXXX

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 [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	MWZY 313093 25	5/1/2025	6/1/2026	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 $ Excluded $ 1,000,000 $ 1,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	MWTB 313092 25.	5/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	1000004604 1000004604	5/1/2025 5/1/2026	5/1/2026 6/1/2026	[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

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

CERTIFICATE HOLDER

21960359
Mariposa-Yosemite Airport
5020 Macready Way
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

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-267

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Change Order No. 2 with Peak Excavation and Land Clearing in the Amount of $119,175.65 for the Yosemite West Leach Field Expansion and Repair Project; and Authorize the Board Supervisors Chair to Sign the Change Order

RECOMMENDATION AND JUSTIFICATION

Approve Change Order No.2 with Peak Excavation and Land Clearing in the Amount of $119,175.65 for the Yosemite West Leach Field Expansion and Repair Project; and Authorize the Board Supervisors Chair to Sign the Change Order.

Work on the Yosemite West Leach Field Expansion and Repairs is set to resume after a temporary halt caused by winter weather. The project's scope includes remobilization, ongoing debris removal, and the reestablishment of the existing #4B and #5B tiers. Additionally, a new 7B distribution line will be constructed, complete with shutoff valves and boxes to enhance rotation control of the system. Furthermore, approximately 700 linear feet of additional leach line will be installed across all three systems.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 18, 2025, the board adopted Resolution No. 2025-76, authorizing Change Order No. 1 in the amount of $91,717 for the Yosemite West Leach Field Expansion and Repair Project.

On November 12, 2024, the Board adopted Resolution No. 2024-497 authorizing the Director of Public Works to Award an Agreement to the Lowest Responsible Bidder for the Yosemite West Leach Field Expansion and Repair Project in an Amount Not to Exceed $437,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the Yosemite Leach Field will continue to overwhelm and fail.

FINANCIAL IMPACT

Construction costs are funded by the Proposition 1 Round 2 IRWM grant, and the balance is funded by ARPA. No impact to the General Fund.

ATTACHMENTS

1. **Change Order No. 2 _Peak Excavation and Land Clearing**
2. **Agreement_2025-076**

3. Resolution 2024-497

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

DOCUMENT 00 63 63

CHANGE ORDER FORM

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
2

Project: Yosemite West Leach Field Expansion & Repair

Date: June 10, 2025

The following parties agree to the terms of this Change Order:

Owner:
Wyatt Wass
4951 Meadow View Drive
Mariposa, CA 95338

Contractor:
Peak Excavation and Land Clearing
4951 Meadow View Drive
Mariposa, CA 95338

Designer
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Inspector:
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Reference	Description	Cost	Days Ext.
Project shutdown due to weather	Last day 12.12.2024 anticipated start 06.16.2025	$ -	187
PCO #2.1 Requested by: Public Works Performed by: Contractor Reason: commence work	Remobilization; transporting equipment cost, site preparation, USA markings.	$ 20,000.00	2
PCO#2.2 Requested by: Performed by: Reason: new distribution line 7, pipe, fittings, shutoff valves, and boxes	Construct new distribution line 7 by extending distribution line 6; install 1-cross fitting, shutoff valve and box for new distribution line 7; install solid pipe, cross fitting, 2-shutoff valves and boxes, construct 7B terrace, 7A leach lines valve stub and glue cap end, glue cap cross fittings downhill end; schedule 40 2-inch pipe and materials; lump sum cost.	$ 65,000.00	21
PCO #2.3 Requested by: Public Works Performed by: Contractor Reason: install leach line	Terrace 7B, install approximently 300-feet of leach line westward; lump sum cost.	$ 80,000.00	21
PCO #2.4 Requested by: Public Works Performed by: Contractor Reason: extend existing leach line	Estimated cost to extend leach line #4B approximately 190-feet westward into 'zone 2'; lump sum cost.	$ 97,000.00	21
PCO #2.5 Requested by: Public Works Performed by: Contractor Reason: extend existing leach line	Estimated cost to extend leach line #5B approximately 190-feet westward into 'zone 2; lump sum cost..	$ 97,000.00	21

Contract time will be adjusted as follows:		Original Contract Amount	$ 94,919.00
Previous Completion Date:	12/2/2024	Amount of Previously Approved Change Order(s)	$ 91,716.71
273 Calendar Day(s) Extension		Amount of this Change Order	$ 359,000.00
Current Completion Date:	9/1/2025	Contract Amount	$ 545,635.71

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Owner: COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair — Date
Board of Supervisors

Shannon Hansen, Director — Date
Public Works & Transportation

Matiel Holloway — 6-16-2025
Matiel Holloway — Date
County Engineer

Walter W. Wall — Date
County Counsel

CONTRACTOR:

Wyatt Wass — June 11th, 2025
Wyatt Wass — Date
Owner

END OF DOCUMENT

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-76

MEETING: February 18, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Change Order with Peak Excavation and Land Clearing, in the Amount of $91,717 for the Yosemite West Leach Field Expansion and Repair Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

---

RECOMMENDATION AND JUSTIFICATION

Approve First Change Order with Peak Excavation and Land Clearing, in the Amount of $91,717 for the Yosemite West Leach Field Expansion & Repair Project; and Authorize the Board of Supervisors Chair to Sign the Change Order.

Additional damage to the leach field was discovered during the initial phase of repairs. The leach line at tier five had been exposed, requiring repairs and end-capping at the existing infiltration area. Restoration was also necessary due to slide damage affecting the trench and tier, which was beyond the original scope of work.

As work progressed, further mastication was needed to manage excessive vegetation growth on tiers five and six. Severe weather had caused a slide, further compromising sections of lines five and six due to the leach field's location.

These repairs were critical to restoring the leach line and field, ensuring the septic system functioned properly.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 12, 2024, the Board adopted Resolution No. 2024-497 authorizing the Director of Public Works to Award an Agreement to the Lowest Responsible Bidder for the Yosemite West Leach Field Expansion and Repair Project in an Amount Not to Exceed $437,000.

On January 17, 2023, the Board adopted Resolution No. 2023-22 authorizing the Director of Public Works to enter into an agreement and receive a grant for the Yosemite West Leach Field Expansion and Repair Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and Contractor will not receive payment for the completed work.

FINANCIAL IMPACT

DS

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Construction costs are 100% funded by the Proposition 1 Round 2 IRWM grant.

ATTACHMENTS

1. **Change Order No. 1_Peak Excavation and Land Clearing**
2. **Resolution 2024-497**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Docusign Envelope ID: 74577CE2-BCEA-45DB-91F3-E2B4607AB195

July 2024

DOCUMENT 00 63 63

CHANGE ORDER FORM

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
1

CHANGE ORDER

Project: Yosemite West Leach Field Expansion & Repair **Date: January 27, 2025**
Bid No.: Various items

The following parties agree to the terms of this Change Order:

Owner: Wyatt Wass
4951 Meadow View Drive
Mariposa, CA 95338

Contractor: Peak Excavating and Land Clearing
4951 Meadow View Drive
Mariposa, CA 95338

Engineer designer: Mariposa Public Works
4635 Ben Hur Road
Mariposa, CA 95338

Project Inspector: Mariposa Public Works
4635 Ben Hur Road
Mariposa, CA 95338

Reference	Description	Cost	Days Ext.
CCO #1	Additional leach field work performed; includes all equipment, labor, and materials		
	11/14/2024 – during repair work additional leach field damage was exposed/discovered; repair leach line #5 not within original scope of work. bid item #2 – expanded on the scope of vegetation mastication to reach a stable point of the existing access road, requiring additional road repair earthwork, grading, and compacting. bid item #3 – tier 5; end-capping at of the existing infiltration trench and tier restoration required due slide damage to the trench and tier.	$ 6,021.00	2
	12/16/2024 –main access road to plant; hazardous tree removal, including Tree Faller/Climber.	$ 4,502.00	1
	12/17/2024 and 12/18/2024 – plant main entry road repairs, grading, and compaction.	$ 11,560.00	2
	12/20/2024 – additional 4-inch valves and boxes installed at tie-in points.	$ 3,781.00	1
	12/23/2024 – main entry road to plant additional repairs, grading, and compaction.	$ 6,424.00	1
	01/09/2025 – unforeseen compromised distribution line at tier 6 connection point, determined to replace line to pipe in good condition; excavate, expose and replace line, backfill, and compact as work progresses up slope. Work consist of equipment, labor, and materials.	$ 4,560.00	1
	01/10/2025 – continue excavation and replacement work of distribution line 6.	$ 5,215.00	1
	01/13/2025 – continue excavation and replacement work of distribution line 6.	$ 5,613.67	1

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	01/14/2025 – reached tier 5, line found distribution line is compromised as well; determined to replace all the lines up to the distribution box's structure, continue excavation and replacement work of distribution line 6. Need to have Utilities verify if all six (6) distribution lines are sharing the same trench.	$ 4,867.38	1
	01/15/2025 – work continued up slope, excavating and replacing of lines 6 and 5. Utilities on site and verified all six (6) distribution lines are sharing the same trench.	$ 4,225.76	1
	01/16/2025 – work continued up slope, excavating and replacing of lines 6 and 5, slow progress up slope difficult due to steepness, rented a vac-trailer	$ 4,249.00	1
	01/21/2025 – work continued up slope, excavating and replacing of lines 6 and 5, slow progress up slope difficult due to steepness, work half-day.	$ 3,633.70	1
	01/22/2025 – work continued up slope, excavating and replacing of lines 6 and 5, slow progress up slope difficult due to steepness.	$ 4,249.00	1
	01/23/2025 – work continued up slope, excavating and replacing of lines 6 and 5, slow progress up slope difficult due to steepness.	$ 7,599.00	1
	Vac-trailer rental invoice	$ 1,950.00	
	01/24/2025 – work continued up slope, excavating and replacing of lines 6 and 5, slow progress up slope difficult due to steepness.	$ 5,215.00	1
	01/24/2025 – Contractor determined to speed up the progress (due to the upcoming weather.	$ 3,519.20	1
	01/24/2025 – falling of miscellaneous hazardous trees	$ 4,502.00	1

Contract time will be adjusted as follows: Previous Completion Date: **12/02/2024** **17** Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: **12/19/2024**	Original Contract Amount:	$ 94,919.00
	Amount of Previously Approved Change Order(s):	$ 0.00
	Amount of this Change Order No. 1	$ 91,716.71
	Contract Amount:	$ 186,635.71

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time

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Signatures:

Owner: County of Mariposa

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B33214DC...
Rosemarie Smallcomb,
Chair Board of Supervisors

2/19/2025 | 3:32 PM PST
Date

Contractor: Peak Excavating and Land Clearing

Wyatt Wass
Owner

01/28/25
Date

Signed by:
Shannon Hansen
36B0A6A77C8F452...
Shannon Hansen, Director
Public Works & Transportation

2/19/2025 | 4:04 PM PST
Date

Matiel Holloway
Senior Engineer

01-29-2025
Date

Approved as to Form:

Signed by:
Walter W. Wall
7F70E7E57022409...
Walter W. Wall
County Counsel

2/19/2025 | 3:29 PM PST
Date

END OF DOCUMENT

Certificate Of Completion

Envelope Id: 74577CE2-BCEA-45DB-91F3-E2B4607AB195
Status: Completed
Subject: Complete with Docusign: Mariposa County Res 2025-76-PW-Peak Excavation.pdf
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
2/19/2025 3:17:17 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: Docusign

Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/19/2025 3:19:05 PM Viewed: 2/19/2025 3:29:05 PM Signed: 2/19/2025 3:29:17 PM
Electronic Record and Signature Disclosure: Accepted: 2/19/2025 3:29:05 PM ID: 29cde78d-8349-4e61-9075-d176e4da7463		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/19/2025 3:29:18 PM Viewed: 2/19/2025 3:32:31 PM Signed: 2/19/2025 3:32:48 PM
Electronic Record and Signature Disclosure: Accepted: 2/19/2025 3:32:31 PM ID: 6b5153cd-5f9e-40db-996a-aeb3cfac9542		
Shannon Hansen shansen@mariposacounty.org Security Level: Email, Account Authentication (None)	Signed by: Shannon Hansen 36B0A6A77C8F452... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/19/2025 3:32:49 PM Viewed: 2/19/2025 4:04:27 PM Signed: 2/19/2025 4:04:49 PM
Electronic Record and Signature Disclosure: Accepted: 2/19/2025 4:04:27 PM ID: 29301af4-daa3-47dc-bc01-03cd57272cee		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	DS CG Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/19/2025 4:04:51 PM Viewed: 2/19/2025 4:17:21 PM Signed: 2/19/2025 4:17:25 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/19/2025 4:17:21 PM ID: a63e9db8-7f4a-48f6-8bd7-37dab5339d7f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/19/2025 3:19:06 PM
Certified Delivered	Security Checked	2/19/2025 4:17:21 PM
Signing Complete	Security Checked	2/19/2025 4:17:25 PM
Completed	Security Checked	2/19/2025 4:17:25 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-497

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the Public Works Director to Award an Agreement to the Lowest Responsible Bidder for the Yosemite West Leach Field Expansion and Repair Project in an Amount Not to Exceed $437,000; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Award an Agreement to the Lowest Responsible Bidder for the Yosemite West Leach Field Expansion and Repair Project in an Amount Not to Exceed $437,000; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Form by County Counsel)

The Public Works Department (PWD) intends to begin construction immediately and mobilize a Contractor before heavy snowfall. During winter, sprinklers cannot be used for wastewater effluent dispersal because there is no absorption, and the sprinklers freeze. A drop in the operating temperature of wastewater systems can significantly impact plant operations and effluent quality. Utilities staff wish to ensure the plant is functioning at its best. The work includes vegetation mastication, re-establishing access roads, repairing a damaged infiltrator, and constructing 222 linear feet of new infiltrator chambers.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 17, 2023, the Board adopted Resolution No. 2023-22 authorizing the Director of Public Works to enter into an agreement and receive a grant for the Yosemite West Leach Field Expansion and Repair Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the County risks violating its wastewater permit with the Regional Water Quality Control Board.

FINANCIAL IMPACT

Construction costs are 100% funded by the Proposition 1 Round 2 IRWM grant. There is no local match required.

DS LG

ATTACHMENTS

1. **Grant Agreement**

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VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this 12th day of November 2024, by and between Wyatt Wass DBA Peak Excavating and Land Clearing. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of Nitey-four Thousand Nine Hundred Twenty Dollars ($94,920) ("Contract Price"), the following services ("Services" or "Work"):

   Yosemite West Leach Field Expansion & Repair

   Work includes Mobilization, Demobilization, Masticate Vegetation, Re-establish Exiting Access Road, Leach Line #4 Repair, Terrace Excavation, Infiltrator Chambers.

2. Contractor shall perform the Work at Yosemite West Subdivision ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within (30) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	_X_ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	____ Specifications
____ Notice to Proceed	____ Plans
____ Prevailing Wage Certification	____ Special Conditions
_X_ Workers' Compensation Certification	____ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____ Asbestos & Other Hazardous Materials Certification	_____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

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receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzales@mariposcounty.org

Contractor

Name: Wyatt Wass dba Peak
Excavating and Land Clearing
4951 Meadow View Drive, Mariposa,
California, 95338
(209) 819-9570
peakxlc@gmail.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

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ACCEPTED AND AGREED on the date indicated below:

Dated: 11/19/2024 | 8:41 AM PST

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair, Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steve W. Dahlem
County Counsel

Dated: Nov. 8th, 2024

Contractor: Wyatt Wass dba Peak Excavating and Land Clearing

Signature: Wyatt Wass

Print Name: Wyatt Wass

Print Title: Owner

License No.: 1099295

Registration No.: 1001146881

Address: 4951 Meadow View Drive, Mariposa, California 95338

Telephone: (209) 819-9570

Facsimile:

E-Mail: peakxlc@gmail.com

Resolution 2024-497

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Information regarding Contractor:

Type of Business Entity:
_____ Individual
__X__ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

__608960290__:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

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TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

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12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is 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) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions 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. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

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facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

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nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

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30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

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30.3 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 Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

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http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

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termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

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Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

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Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Wyatt Wass dba Peak Excavating and Land Clearing
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

Yosemite West Leach Field Expansion & Repair

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Ninety-four thousand and nine hundred nineteen and 20/100 dollars $ 94,919.20

BASE BID ITEMS 1-5

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

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Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

BASE BID

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1.	Mobilization/Demobilization, Bonds, Insurance, and Permits	LS	1	$ 16,000	$ 16,000
2.	Masticate Vegetation/ Re-establish Existing Access Road	SY	2050	$ 8.50	$ 17,425
3.	Leach Line #4 Repair	LS	1	$ 7500	$ 7500
4.	Terrace Excavation	CY	2000	$ 13	$ 26,000
5.	Infiltrator Chambers	LF	222	$ 126.10	$ 27,994.20
				TOTAL BASE BID	$ 94,919.20

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Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on Owner's form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations (DIR).

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.

15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations (DIR). Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 6th day of November 20 24

Name of Bidder Wyatt Wass dba Peak Excavating and Land Clearing

Type of Organization Sole Owner

Signature Wyatt Wass

Print Name Wyatt Wass

Title Owner

Address of Bidder 4951 Meadow View Drive, Mariposa, CA 95338

Taxpayer's Identification No. of Bidder 608-96-0290

Telephone Number 209-819-9570

Fax Number

E-mail peakxlc@gmail.com Web page www.peakxlc.com

Contractor's License No(s): No.: 1099295 Class: A Expiration Date: 12/31/2024

No.: Class: Expiration Date:

No.: Class: Expiration Date:

Public Works Contractor Registration No.: 1001146881

END OF DOCUMENT

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: Hinkle Construction

CA Cont. Lic. #: 927379 Location: Coarsegold, CA

DIR Registration #: Pending

Portion of Work: Portions of Item 4 and Item 5

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Owner of Peak Excavating ~~and Land Clearing~~, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 6th, 2024 [date], at Mariposa [city], California [state].

Date: November 6th, 2024

Proper Name of Bidder: Wyatt Wass

Signature: Wyatt Wass

Print Name: Wyatt Wass

Title: Owner

END OF DOCUMENT

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Keith E. Clements

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifty Million and 00/100***** Dollars (***$50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of November, 2024.

Corporate Seals
Bond No. Bid Bond
Agency No. 9003 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

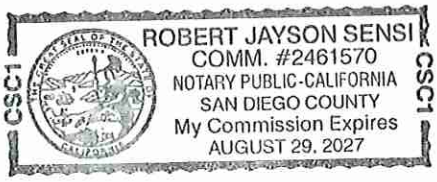
On 11-1-24 before me, Robert Jayson Sensi, Notary Public
(insert name and title of the officer)

personally appeared Keith E. Clements,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**



Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Wyatt Wass DBA Peak Excavating & Land Clearing, as Principal ("Principal"),

and U.S. Specialty Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid, in the sum of

Ten Percent of Amount Bid Dollars ($ 10% of Amount Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project: Yosemite West Leach Field Expansion & Repair ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

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If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 1st day of November, 20 24.

Wyatt Wass
DBA Peak Excavating & Land Clearing
Principal

By

U.S. Specialty Insurance Company
Surety

By Keith E. Clements, Attorney-In-Fact

U.S. Specialty Insurance Company
Name of California Agent of Surety

801 S. Figueroa St., STE 700
Los Angeles, CA 90017
Address of California Agent of Surety

213-344-4739
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Bond No: 100904452
Premium: $1,709.00
Copy 1 of Two Executed Originals

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** ("County") and Wyatt Wass DBA Peak Excavating & Land Clearing ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Yosemite West Leach Field Expansion & Repair

("Project") which Agreement dated November 7, 2024, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the Board of County in the penal sum of

Ninety Four Thousand Nine Hundred Nineteen & 20/100

Dollars ($94,919.20), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or 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 Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless County, its board members, officers, employees, and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if County declares the Principal to be in default and notifies Surety of Owner's objection to Principal's further participation in the completion of the Work.

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As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit County's rights or the Contractor or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of November, 20 24.

(Affix Corporate Seal)

Wyatt Wass
DBA Peak Excavating & Land Clearing
Principal

By

American Contractors Indemnity Company
Surety

By Keith E. Clements, Attorney-In-Fact
American Contractors Indemnity Company
Name of California Agent of Surety
801 S. Figueroa St., STE 700, Los Angeles, CA 90017
Address of California Agent of Surety
213-344-4739
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Keith E. Clements or Robert Sensi

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifty Million and 00/100***** Dollars (***$50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15th day of November, 2024.

Corporate Seals
Bond No. 100904452
Agency No. 9003 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 11/15/2024 before me, Robert Jayson Sensi, Notary Public
(insert name and title of the officer)

personally appeared Keith E. Clements,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CSC1 ROBERT JAYSON SENSI
COMM. #2461570
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
AUGUST 29, 2027 CSC1

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Bond No: 100904452
Premium: Included In Performance Bond
Copy 1 of Two Executed Originals

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor MUST use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** (or "Owner") and Wyatt Wass DBA Peak Excavating & Land Clearing, ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Yosemite West Leach Field Expansion & Repair

("Project") which Agreement dated November 7, 2024, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Ninety Four Thousand Nine Hundred Nineteen & 20/100 Dollars ($ 94,919.20), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of November, 2024.

(Affix Corporate Seal)

Wyatt Wass
DBA Peak Excavating & Land Clearing
Principal

By

American Contractors Indemnity Company
Surety

By Keith E. Clements, Attorney-In-Fact

American Contractors Indemnity Company
Name of California Agent of Surety

801 S. Figueroa St., STE 700, Los Angeles, CA 90017
Address of California Agent of Surety

213-344-4739
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Keith E. Clements or Robert Sensi

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifty Million and 00/100***** Dollars (***$50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15th day of November, 2024.

Corporate Seals
Bond No. 100904452

Agency No. 9003 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 11/15/2024 before me, Robert Jayson Sensi, Notary Public
(insert name and title of the officer)

personally appeared Keith E. Clements,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CSC1 ROBERT JAYSON SENSI
COMM. #2461570
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
AUGUST 29, 2027 CSC1

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2024

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	CONTACT NAME: Brandon Seidel
Prosource Insurance Services 4625 Acacia Ave. La Mesa CA 91941	PHONE (A/C, No, Ext): (619) 469-9600 FAX (A/C, No): E-MAIL ADDRESS: service@prosourceia.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wyatt Wass Peak Excavation and Land Clearing 4951 Meadow View Dr., Mariposa CA 95338	INSURER A: Mesa Underwriters Speciality	36838
	INSURER B: State Compensation Insurance Fund	35076
	INSURER C: Navigators Insurance Co.	42307
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MP0004021003514	1/19/2024	1/19/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9353885-2023	2/8/2024	2/8/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	INLAND MARINE			04-IM053985	11/06/2024	11/06/2025	SCHEDULED	$ 100,867

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

Cancellation 10 days non-payment, 30 days all other.

County of Mariposa is named as Additional Insured as per the attached endorsement.

CERTIFICATE HOLDER

County of Mariposa

Department of Public Works
4639 Ben Hur Road 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

BSO

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VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

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.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER
StateFarm
STATE FARM-MARILYN RIGG
40315 JUNCTION DRIVE STE A
OAKHURST, CA 93644

CONTACT NAME:
PHONE (A/C, No, Ext): 559-683-3467 FAX (A/C, No): 553-683-3410
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	

INSURED
WASS, WYATT
DBA: PEAK Excavating and Land Clearing
4951 MEDOW VIEW DRIVE
MARIPOSA, CA 95338

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2016	TRUCK/FORD	F-350 SD	4-DOOR	1FT8W3BT9GEC18316
DESCRIPTION: TRUCK			VEHICLE/EQUIPMENT VALUE: $80000	SERIAL NUMBER:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	Y	[X] VEHICLE LIABILITY	621 8264-D19-55B	04/19/2024	04/19/2025	COMBINED SINGLE LIMIT	$
						BODILY INJURY (Per person)	$ 1000000
						BODILY INJURY (Per accident)	$ 1000000
						PROPERTY DAMAGE	$ 1000000
		GENERAL LIABILITY				EACH OCCURENCE	$ 1000000
		[ ] OCCURRENCE				GENERAL AGGREGATE	$ 1000000
		[ ] CLAIMS MADE					$

INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		[ ] VEH COLLISION LOSS				[ ] ACV [ ] AGREED AMT	$ LIMIT
						[ ] [ ] STATED AMT	$ DED
		[ ] VEH COMP [ ] VEH OTC				[ ] ACV [ ] AGREED AMT	$ LIMIT
						[ ] [ ] STATED AMT	$ DED
		EQUIPMENT				[ ] ACV [ ] AGREED AMT	$ LIMIT
		[ ] BASIC [ ] BROAD				[ ] RC [ ] STATED AMT	$ DED
		[ ] SPECIAL [ ]				[ ]	
		[ ]					

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

Select one of the following:

[X] The additional interest described below has been added to the policy(ies) listed herein by policy number(s).
[ ] A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: [ ] LEASED [ ] FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

County of Mariposa Department of Public Works
4639 Ben Hur Road
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.

DESCRIPTION OF THE ADDITIONAL INTEREST

[X] ADDITIONAL INSURED [ ] LOSS PAYEE
[ ] LENDER'S LOSS PAYEE

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE

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"General Decision Number: CA20240018 10/18/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

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protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024
10	04/12/2024
11	04/26/2024
12	05/24/2024
13	07/05/2024
14	07/12/2024
15	07/19/2024
16	07/26/2024
17	08/09/2024
18	08/23/2024
19	09/06/2024
20	09/13/2024
21	09/20/2024
22	10/18/2024

* ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....$ 84.76 25.07
Area 2.....$ 64.56 25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other

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enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22

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Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer,		

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Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 11/01/2023

SAN FRANCISCO COUNTY

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

	Rates	Fringes
Sound & Communications		
Installer	$ 51.68	3%+24.65
Technician	$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 06/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.15

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and

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low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72
ELECTRICIAN	$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.745
Technician	$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+24.15
Technician	$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+24.15
Technician	$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

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in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.50	29.36

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.01
(3) Groundman	$ 40.76	21.51
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:

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a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15

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GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 56.72	31.03
GROUP 1-A	$ 59.19	31.03
GROUP 2	$ 55.46	31.03
GROUP 3	$ 54.13	31.03
GROUP 4	$ 52.99	31.03
GROUP 5	$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power

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shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose

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A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy		

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duty repairman.....$ 57.65 39.55
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 56.53 39.55
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 53.23 39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or

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over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

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CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

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GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form

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raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Shotcrete Specialist.....$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30

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GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		

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GROUP 1.....	$ 36.50	27.30
GROUP 2.....	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling

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of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

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C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

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track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

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joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100

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lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25

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per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

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Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

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pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing

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is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30

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GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete

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chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

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Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

GLAZIER.....$ 43.25 35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

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PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 07/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 53.00	41.70

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 07/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	40.69

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including

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paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 54.05	36.99

PLUM0467-001 07/01/2024

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SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 08/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

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	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 79.13	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.83

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

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	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

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Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

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(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

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for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

Docusign Envelope ID: 1B00B2A8-5C3C-4181-B2CA-5629EAB89AF3

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

DocuSign

Certificate Of Completion

Envelope Id: 1B00B2A85C3C4181B2CA5629EAB89AF3 Status: Completed

Subject: Complete with Docusign: Mariposa County - Res 24-497 - PW - Wyatt Wass Peak Excavating and Land...

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Document Pages: 112 Signatures: 3 Envelope Originator:

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Time Zone: (UTC-08:00) Pacific Time (US & Canada) COBagreements@mariposacounty.org

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Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 11/18/2024 9:34:45 AM Viewed: 11/18/2024 9:54:58 AM Signed: 11/18/2024 9:55:46 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 71.95.8.132	Sent: 11/18/2024 9:55:49 AM Viewed: 11/19/2024 8:41:00 AM Signed: 11/19/2024 8:41:15 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 12.157.195.126	Sent: 11/19/2024 8:41:19 AM Viewed: 11/20/2024 9:13:50 AM Signed: 11/20/2024 9:23:10 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	DS CG Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 11/20/2024 9:23:12 AM Viewed: 11/20/2024 9:29:49 AM Signed: 11/20/2024 9:29:54 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 11/20/2024 9:29:49 AM ID: ad8cfcf4-faf9-43b6-bdb9-a6436bc2d3e6		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/18/2024 9:34:45 AM
Certified Delivered	Security Checked	11/20/2024 9:29:49 AM
Signing Complete	Security Checked	11/20/2024 9:29:54 AM
Completed	Security Checked	11/20/2024 9:29:54 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2025-002

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Ratify the Acceptance of the Grant Agreement for G24-EIDG-14 from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions Signed by the Acting Air Pollution Control Officer on April 21, 2025; and Approve Budget Action Recognizing the Grant Revenue ($8,583)(4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Acceptance of the Grant Agreement for G24-EIDG-14 from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions Signed by the Acting Air Pollution Control Officer on April 21, 2025; and Approve Budget Action Recognizing the Grant Revenue ($8,583)(4/5ths Vote Required).

Accept the grant from CARB in order to review, update, and submit to CARB criteria and toxic pollutant emissions data for stationary sourced within the jurisdiction of the Mariposa County Air Pollution Control District. This will allow the District to populate the Hotspots Analysis and Reporting Program (HARP) with data from Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

CARB administers the Emissions Inventory Database Grant (EIDG) to fund local air pollution control districts to conduct an inventory of stationary sources of criteria pollution emissions and toxic air contaminants. This is the eighth round of grant funding for this specific grant. The Mariposa Air Pollution Control District has participated in at least three previous rounds. The specific emissions and contaminants include: Particulate Matter 2.5, Volatile Organic Compounds, Nitrogen Oxides, Sulfur Oxides, and Carbon Monoxide. Results from the District will be reported to CARB and used to populate the HARP database. The database will be used to model the impacts of the pollutants and toxins and possible control measures to mitigate health hazards.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not accepting the funds will mean that an inventory of stationary sources and their pollutants will not be conducted and hazards associated with them will not be assessed.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3474-457

ATTACHMENTS

1. **G24-EIDG-14 Cover Sheet Mariposa**
2. **G24-EIDG-14 for Signature Mariposa**
3. **FY 2526 G24-EIDG-14 signed Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G24-EIDG-14

NAME OF GRANT PROGRAM	
Emission Inventory District Grant (EIDG) program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $8,583.00
START DATE: 5/2/2025	END DATE: 5/1/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions
Exhibit B, Attachment 1 – Budget Summary
Exhibit B, Attachment 2 – Project Disbursement Schedule
Exhibit B, Attachment 3 – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Env. Health Manager/(acting APCO)	DATE 4-21-25
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) P.O. Box 5, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$8,583.00	3510000L32		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Cost of Implementation Account		FUND NO. 3237
TOTAL AMOUNT ENCUMBERED TO DATE $8,583.00	(OPTIONAL USE)	CHAPTER 22	STATUTE 2024 AB-107

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5432000	39007100	46504	2024

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
N/A	

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G24-EIDG-14

NAME OF GRANT PROGRAM	
Emission Inventory District Grant (EIDG) program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $8,583.00
START DATE: 5/2/2025	END DATE: 5/1/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Amador County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions
Exhibit B, Attachment 1 – Budget Summary
Exhibit B, Attachment 2 – Project Disbursement Schedule
Exhibit B, Attachment 3 – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Executive Director	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) P.O. Box 5, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$8,583.00	3510000L32		

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE	FUND NO.
$0.00	Cost of Implementation Account	3237

TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATUTE
$8,583.00		22	2024 AB-107

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5432000	39007100	46504	2024

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
N/A	

EMISSION INVENTORY DISTRICT GRANT (EIDG) PROGRAM

GRANT AGREEMENT PROVISONS

1. Agreement:

    a. The parties agree to comply with the requirements and conditions contained in this Grant Agreement (hereinafter referred to as Grant or Grant Agreement) herein, as well as all commitments identified in the Emission Inventory District Grant Guidelines.

2. Grant Agreement Parties and Contact Information:

    a. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Mariposa County Air Pollution Control District (hereinafter referred to as Grantee).

    b. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

    Kevin Eslinger
    California Air Resources Board
    Air Quality Planning and Science Division
    P.O. Box 2815
    Sacramento, California 95812
    Phone: (279) 208-7783
    Email: Kevin.Eslinger@arb.ca.gov

    c. The Grantee Liaison is Carolyn Coder. Correspondence regarding this project must be directed to:

    Carolyn Coder
    Interim APCO
    Mariposa County Air Pollution Control District
    P.O. Box 5
    Mariposa, California 95338
    Phone: (209) 966-2220
    Email: ccoder@mariposacounty.org

3. Use of Terms:

   a. This Grant Agreement ("Grant" or "Grant Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the air district named in the coversheet to this Grant (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.

   b. As referenced in this Grant Agreement, "Grantee" or "Grantees" means and includes, individually and collectively, Grantee's assigns, employees, officers, and directors.

   c. "Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.

   d. "Day" or "days" means calendar days, unless expressly noted otherwise.

   e. "Grant Funds" means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases "Grant Funds" and "Grant Award" have the same meaning and are used interchangeably.

4. District Governing Board Approval:

   a. Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board which authorizes Grantee to enter into this Grant Agreement and which

commits the Grantee to comply with the requirements of this Grant Agreement.

b. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted the governing board resolution, minute order or other approval to CARB.
c. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 31, 2025.

5. Time Period:

    a. Performance of work or other expenses billable to CARB under the Grant may begin after full execution of this Grant Agreement by both parties. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
    b. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the CARB Project Liaison no later than March 1, 2026.
    c. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of the project completion, but no later than May 1, 2026.
    d. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2025, forty (40) percent of the project scope of work has not been completed by the Grantee. In the event of such termination, Section 7.c., Suspension of Payments and Grant Termination, of this agreement shall apply.

e. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

6. Scope of Work:

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

a. CARB Responsibilities: CARB is responsible for the following:
   i. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;
   ii. Reviewing and approving elements developed by the Grantee for implementation of the project, such as Progress and Final Reports;
   iii. Reviewing and approving the Grant Disbursement Forms and distributing funds to the Grantee in accordance with Exhibit B, Attachment 2, Project Disbursement Schedule, if the milestones have been met;
   iv. Providing project oversight and accountability, in conjunction with the Grantee; and
   v. Ensuring compliance with the applicable requirements of this Grant Agreement.

b. Grantee Responsibilities: The Grantee is responsible for development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:
   i. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;
   ii. Reviewing, updating and submitting the CARB quality assured criteria and toxic pollutant emissions data for calendar year 2024 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;
   iii. Overseeing the project budget and funds; and
   iv. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB

c. Project Development and Implementation:
   The Grantee's Scope of Work includes the following tasks and project elements:
   i. Review and update the district facilities[1] in CARB's 2024 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.3.b below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2024 facility tables.

[1] For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

ii. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2024:

- FACILITY tables (FAC): The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.
- Criteria and toxics EMISSION tables (EMS and TEMS): These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted nationally.

iii. Reporting Applicability:

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.3.d below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hots Spots Information and Assessment Act program in accordance with the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines" (located at https://www.arb.ca.gov/ab2588/2588guid.htm).

iv. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.3.b above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also

report emissions of toxics pollutants that are listed in Appendix A-I (located at https://www.arb.ca.gov/ab2588/final/a1.pdf), in accordance with Section VIII.E of the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines".

d. Project Kick-off and Ongoing Coordination:

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

e. Progress Reports:

The Grantee must submit a Progress Report to CARB by December 1, 2025, providing a summary of the work completed. Alternately, if all the tasks identified in the Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

i. Title of project, name of Grantee, and Grant number;
ii. Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;
iii. Identified problems or concerns and proposed solutions, if applicable;
If the Grantee is requesting a grant disbursement, the Progress Report must also include:

iv. Accounting summary of Grant funds expended; and

v. Itemized invoice showing all costs for which reimbursement is being requested.

f. Final Report:

The Grantee must submit a Draft Final Report by March 1, 2026, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2026. At a minimum, the Final Report must include the following:

i. Title of project, name of Grantee, and Grant number;

ii. Accounting summary of Grant funds expended;

iii. Summary of work completed; and

iv. Narrative of how the milestones have been met.

g. Grant Disbursement Requests:

Upon completion of all the tasks identified in the Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

7. Fiscal Administration:

a. Budget:

i. The maximum amount of this Grant is up to $ 8,583.00. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

ii. The budget for this project is shown in Exhibit B, Attachment 1. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

iii. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

b. Grant Disbursements:

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms documenting completion of project milestones.

i. The Grantee must submit original or electronically signed Grant Disbursement Requests to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.

ii. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have

sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds based on Exhibit B, Attachment 3, necessary to assure the goals of the project are met.

iii. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

iv. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

c. Suspension of Payments and Grant Agreement Termination:

i. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

ii. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section H of these provisions.

iii. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Exhibit A – Grant Agreement Provisions.

d. Contingency Provision:

i. In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

e. Documentation of Use of Project Funds:

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[2]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs. The Grantee must maintain documentation of all project administration funds, including the following:

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

[2] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by alHR.

iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

vi. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after completion of the Grant Agreement.

8. Project Monitoring:

The Grantee is subject to certain in-person meetings and to technical monitoring, as outlined below.

a. Meetings with CARB:

i. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.

ii. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed

basis.

iii. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

b. Technical Monitoring:

i. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

ii. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

iii. In addition to the Draft Final and Final Reports, the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

iv. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

9. Additional Remedies for Non-Compliance:

a. Without limiting any of the parties' other remedies, and subject to the sections regarding Disputes and Termination below, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse of Grant funds, or fraud. CARB also reserves the

right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.

b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.

c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims (including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

10. Additional Required Terms for Grant Recipient Agreements Funded by This Grant: All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or feasible as determined by Grantee:

    a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said

agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program

requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.

d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement, and, upon request by CARB, to send to CARB a copy of said agreement.

e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in violation of the California False Claims Act (Government Code Section

12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes ("air quality laws"), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient's agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient's continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient's continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.

g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking

any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.

h. Related Agreements: must also contain, at a minimum, all of the following:

   i. A clear and accurate description of the material, products, or services to be procured.
   ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.
   iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.
   iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
   v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.
   vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 51 – Survival below.
   vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest; Electric Vehicle Charging Infrastructure and Equipment; Executive Order N-6-

22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

11. Alternative Enforcement:

The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

12. Amendment:

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least thirty (30) days prior to the Grant term end date.

13. Americans With Disabilities Act (ADA):

Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is

intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.0, level AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.

b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.

14. Assignment:

This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.

15. Audit:

Grantee agrees that CARB, the California Department of General Services, the

California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a State-funded incentive activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

16. Authority:
    Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party's behalf.

17. Availability Of Funds:
    It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

18. Compliance With Law:
    Grantee agrees that during the term of this Grant Agreement, it will, at all times,

comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.

19. Confidentiality:

Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

20. Conflict Of Interest:
    Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the term of this Grant Agreement.

21. Construction:
    This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

22. Cumulative Remedies:
    The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

23. Disbursement Deadline:
    The funds specified in this Grant Agreement are intended to be disbursed by CARB to Grantee by June 30, 2026.

24. Disbursement Request:

The Grantee shall initially submit a draft Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre- review. Grantee shall submit all Grant Disbursement Requests to CARB's Accounting Branch at grants@arb.ca.gov with a CC to Kevin.Eslinger@arb.ca.gov. Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request.

Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

Grant disbursement requests should be submitted by the Grantee to CARB no later than May 1, 2026 to ensure adequate time for processing prior to the end of CARB's fiscal year.

25. Disputes:

Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion,

shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 53 – Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 31 – Force Majeure.

26. Earned Interest:
    a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.
    b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.
    c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the EIDG Program in a manner consistent with applicable grant program guidelines or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.
    d. Grantee shall maintain accounting records (e.g. general ledger) that track earned interest accrued and expended, as follows:
        i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
        ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
        iii. The methodology for calculating earned interest must be included in any

policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.

e. Earned interest must be fully expended by May 1, 2026.

f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.

g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the annual Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply will all such requests.

27. Entire Agreement:

This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

28. Environmental Justice:

In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-

income households) of the State.

29. Executive Order N-6-22 – Russia Sanctions:
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

30. Fiscal Management Systems and Accounting Standards:
Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be

used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

31. Force Majeure:

Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the

performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

32. Funding Prohibitions for Sectarian Purposes and Non-Public Schools:
Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, section 5, and article IX, section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

33. Generative Artificial Intelligence (GenAI) Use and Reporting:

i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § *11549.64*.)

ii. During the Term of the Grant Agreement, Grantee must immediately notify CARB in writing, and require their Resource Entities and Grant Recipients to immediately notify CARB in writing, if they are aware of any work performed under this Grant Agreement that:

1. Will provide GenAI technology as a deliverable to CARB; or,
2. Utilizes GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:

i. Functionality of a State system;

ii. Risk to the State; or,

iii. Performance under this Grant Agreement.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2. Notification shall be provided to the CARB Program Liaison listed in Section 2.

iii. At the direction of CARB, Grantee shall discontinue, and require their Resource Entities and Grant Recipients to discontinue, the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.

iv. If Grantee, Resource Entities, or Grant Recipients are using GenAI to perform work under this Grant Agreement, Grantee shall, and require their Resource Entities and Grant Recipients to, do the following:

1. Allow CARB to augment the GenAI training data with CARB data;
2. Track and disclose the quality of the GenAI training data used, and generated data, for any GenAI in relation to this Grant Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time;
3. Share such metrics and methods, as well as the underlying data and output, with CARB upon request by CARB or at periodic intervals as may be agreed by the Parties;
4. Provide CARB reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Grant Agreement and generated data, at no cost to CARB;
5. Allow CARB to audit, review, or investigate the quality of the GenAI Training Data at any time, subject to reasonable notice and the confidentiality obligations;
6. Ensure that all generated data that materially impacts deliverables created pursuant to the Grant Agreement contains a digital watermark or other digital identification that clearly identifies that the generated data was created by GenAI; and,

7. Comply with all other applicable laws, regulations, and guidelines concerning the identification of generated data, including but not limited to the California AI Transparency Act (Bus. & Prof. Code §§ 22757 et seq).

v. CARB, at its sole discretion, may consider failure by Grantee, Resource Entities, or Grant Recipients to comply with the terms of this section to constitute a material breach of the Grant Agreement. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

34. Governing Law and Venue:

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

35. Grantee's Responsibility for Work:

CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.

36. Incorporated Documents:

Grantee will administer this Grant according to the requirements described in the

following documents, which are incorporated by reference into and made a part of this Grant Agreement:

[There are no incorporated documents]

37. Indemnification:
Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.

38. Independent Contractor:
Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.

39. Insurance:
Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law.
If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business

day) notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

40. Liquidation and Return of Funds:

Funds not liquidated by May 1, 2026 must be returned to CARB by June 30, 2026. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 9.c. and 10.c. above. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

41. Nondiscrimination:

a. During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making,

medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

b. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

c. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.

d. Grantee shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain

compliance with this clause.

e. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.

f. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

g. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights.

h. Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a

Grant Recipient has violated the provisions of this Section and take appropriate remedial action as required by law or by CARB.

42. Office Of Foreign Asset Control:

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

43. Order of Precedence:

In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet

b. Any grant/program-specific Terms, including grant program guidelines or implementation manuals as incorporated into this Grant Agreement.
c. Grant Agreement General Terms and Conditions
d. All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.

44. Paragraph Headings:
The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

45. Personally Identifiable Information (PII):
Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).

46. Prevailing Wages and Labor Compliance:
Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.

47. Project Equipment:

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

48. Professionals:

Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

49. Severability:

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.

50. Survival:

All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor Compliance for Drayage and

Short-Haul; Nondiscrimination (except for 42.d); Office Of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.

51. Term:
    This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, twelve (12) months after the date of execution, the Grant Agreement is terminated, or all conditions of the Grant Agreement have been met, whichever occurs first. This Grant Award is conditional based on CARB receipt and approval of a fully executed Grant Agreement.

52. Termination:
    CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 26 – Disputes.

53. Timeliness:
    Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Agreement in an expeditious manner.

54. Third-Party Beneficiaries:
    Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

55. Waiver Of Rights:

Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

EXHIBIT B, ATTACHMENT 1

Budget Summary

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G24-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	$ 8,583.00

EXHIBIT B, ATTACHMENT 2

Project Disbursement Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G24-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Milestone Description	Scheduled Payment of Grant Funds
Review and update facility information and emissions data for facilities that were in operation in 2024	$ 7,725.00 (90 percent)
Submittal of Final Report to CARB **(no later than May 1, 2026)**	$ 858.00 (10 percent)
Grant Agreement Total Funding Amount	**$ 8,583.00**

EXHIBIT B, ATTACHMENT 3

Project Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G24-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline
District Governing Board Approval	August 31, 2025
Grant Agreement Execution	June 30, 2025
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2024	August 2025
Progress Report	December 1, 2025
Draft Final Report	March 1, 2026
Final Report	May 1, 2026

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3474	457	45063	G24-EIDG/State Revenue		(8,583)	
3474	457	51111	Salaries		5,110	
3474	457	52101	Retirement-Employer		1,313	
3474	457	52201	Medical Insurance		985	
3474	457	52202	Dental Insurance		55	
3474	457	52203	Vision Insurance		26	
3474	457	52205	Life Insurance		25	
3474	457	52208	Medical Insurance Admin Fee		16	
3474	457	52301	Social Security		562	
3474	457	52302	Medicare		329	
3474	457	52303	SDI		162	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY 25/26

DEPARTMENT HEAD SIGNATURE K Kenney DATE 6/9/25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM:

RE: Handouts Received During Departmental Presentations on July 1st, 2025

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations on July 1st, 2025

- "How to prevent financial fraud" Sydney Forga/HHSA

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts during its meetings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. These must be made part of the final record.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. DH - Handout - Forga

Help!
I've been scammed!!

Learn from the

FBI

How to prevent

Financial Fraud

Date: 07/11/2025

Time: 10:00 AM

Mariposa County Senior Center

5246 Spriggs Ln, Mariposa, CA 95338

Mariposa County
Health & Human
Services Agency

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During Public Comment on Non-Agenda Items on July 1st, 2025

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Public Comment on Non-Agenda Items on July 1st, 2025

- Pictures from the Creekside Terrace

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts during its meetings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. Handouts received must be made part of the record.

FINANCIAL IMPACT

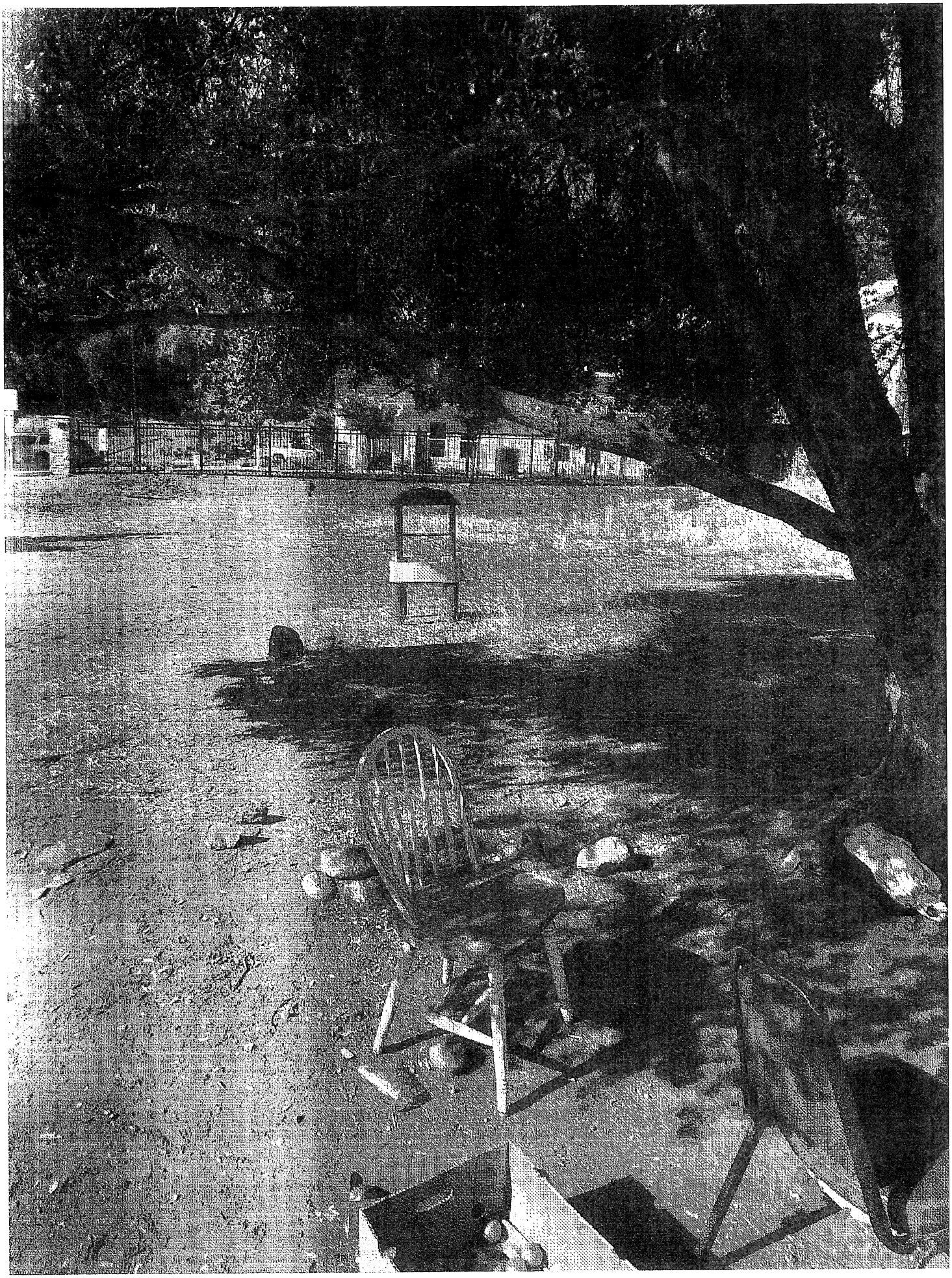
None.

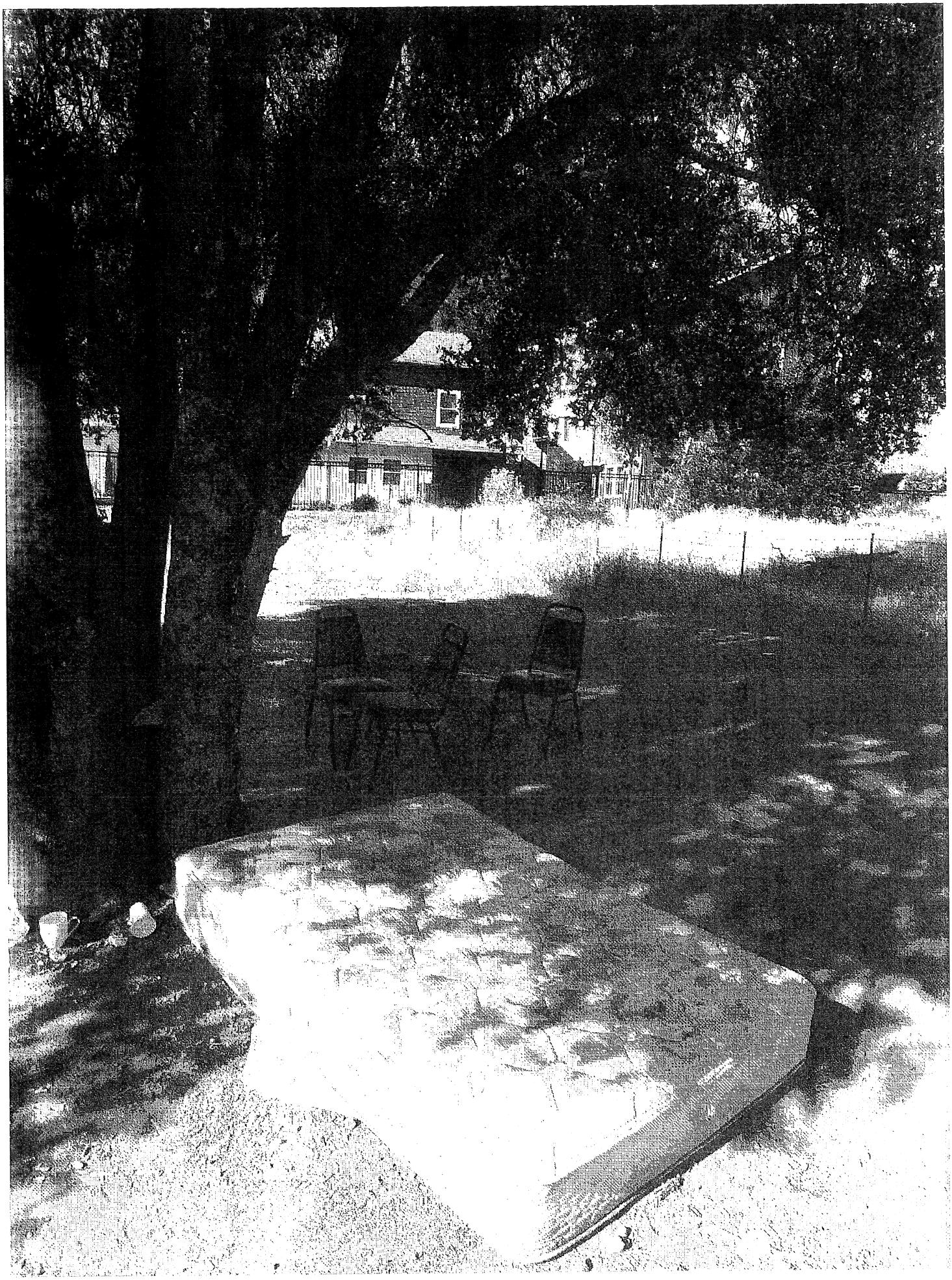
ATTACHMENTS

1. PC - Creekside

Creekside Terrace







MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-269

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Recognizing Darryl Nielsen on his Retirement

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Recognizing Darryl Nielsen on his Retirement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board recognizes valued service in our County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize a dedicated employee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Darryl Nielsen -070125

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District V Supervisor Miles Menetrey
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Mariposa County Resolution Number 2025-

Recognizing Darryl Nielsen for his

Outstanding Service to the County of Mariposa

WHEREAS, DARRYL earned an Associates Degree in Forestry from Kings River College in 1991 and worked for the United States Forest Service Timber Marking Crew; and

WHEREAS, DARRYL worked as a Volunteer Firefighter III with the Kings County Fire Department from 1990 until he moved to Mariposa in 2006; and

WHEREAS, DARRYL earned water and wastewater certifications from California State University, Sacramento in 2000; and

WHEREAS, DARRYL started his career as a Drinking Water Treatment, Distribution and Wastewater Operator in 1999 for Armona Community Service District and he earned his first Grade I License in 2001 after completing the required training and hours; and

WHEREAS, DARRYL in 2006 started with Mariposa County as a Plant Operator Technician holding a Grade II in Drinking Water Treatment, Distribution and Wastewater and soon became the Chief Plant Operator; and

WHEREAS, DARRYL in 2010 became legally responsible for wastewater collection systems for Mariposa County; and

WHEREAS, DARRYL assisted with creating the current job descriptions of the Utility Operator classification; and

WHEREAS, DARRYL earned his Grade III Wastewater License in November 2016 and was promoted to Senior Utility Operator in 2017; and

WHEREAS, DARRYL made sure water and wastewater systems were operational for water for fire personnel and suppression during major Mariposa County fires including Detwiler, Ferguson and Oak; and

WHEREAS, DARRYL assisted with the water storage tank projects using both his water distribution knowledge and past fire training; and

WHEREAS, DARRYL was a 4-H project leader for outdoor adventures and rocketry for four years; and

WHEREAS, DARRYL currently holds the Member-at-Large position on the Mariposa Little League Board for the 2025 season; and

WHEREAS, DARRYL looks forward to spending time with family, fishing, fixing up his 77 CJ5, and lots of other little projects around the house.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and congratulates **DARRYL NIELSEN** upon his retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 1st day of July, 2025, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Jenni Kiser, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Vehicle Parking District No.1 2025-001

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

RE: Approve a Lease Agreement Within the Parking District Commencing July 1, 2025 and Terminating on June 30, 2026; and Authorize the Parking District Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Lease Agreement Within the Parking District Commencing July 1, 2025 and Terminating on June 30, 2026; and Authorize the Parking District Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Garber lot has been leased by the Parking District for over 25 years. As the years progressed, the cost of the lease exceeded the ability of the Parking District to pay and it was determined that the District could no longer afford $9,600a year and $200 in taxes for leasing the lot. In 2006, as the Parking District Board's direction, staff entered into negotiations with the Garber family with respect to either purchases or leasing the property. The Garber family after learning of the income level of the Parking District and the need for parking in Mariposa, agreed to lease the property for 15 years at $1,500 per year. In 2022, the Trustees of the Garber Family Trust and the Barbara A. Garber Living Trust, equal owners in the property, entered into a 1 year Lease Agreement to give them time to contemplate selling the property. The Trustees have agreed to enter into another 1 year Lease Agreement commencing on July 1, 2025 with the same terms and conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and there will be less parking available in downtown Mariposa.

FINANCIAL IMPACT

Pay property owners $1,500 for the 1 year lease.

ATTACHMENTS

1. Garber Lease FY26

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District V Supervisor Miles Menetrey

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

LEASE AGREEMENT

This Lease Agreement is entered into on the most recent date entered into below by and between The Garber Family Trust of 1990 and the Barbara A. Garber Living Trust, hereinafter referred to as "Lessors", and the Mariposa Parking District, a political subdivision, hereinafter referred to as "Lessee".

WITNESSETH:

1. DESCRIPTION OF PREMISES

Lessors lease to Lessee, and Lessee hires from Lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. TERM

The term of this Lease is for one (1) year, beginning July 1, 2025 and terminating on June 30, 2026.

3. RENT

The annual rent for the term of the Lease is the sum of One Thousand Five Hundred Dollars ($1,500). Lessee agrees to pay Lessors said amount beginning on or before the first date hereof, to wit July 1, 2025.

4. USE OF PREMISES

The premises are leased to be used and improved by Lessee as a parking lot. Lessee agrees to restrict their use to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessors, or of Lessors' authorized agent.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

Lessors shall not be liable for liability or damage claims for injury to persons, including Lessee and its agents, or employees, or for property damage from any cause, related to Lessee's occupancy of the premises, including those arising out of damage or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this Lease or any extension thereof. Lessee hereby covenants and agrees to indemnify Lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

7. LESSEE TO CARRY LIABILITY INSURANCE

Lessee agrees to procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises in a minimum amount of One Million Dollars ($1,000,000). Lessee agrees that, if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessors may procure the necessary insurance, pay the premiums therefore, and that such premium shall be repaid to Lessors as an additional rent installment for the month following the date on which such premiums are paid.

8. ENVIRONMENTAL HOLD HARMLESS

Lessee shall not be liable for any liability or damage or claims for injury to persons, including Lessors and their agents, employees, other Lessees, or assigns for property damage from any and all causes related to environmental liability of whatever type, including but not limited to any hydrocarbon related contamination or contamination from the Grizzly Gas Station located immediately adjacent to the leased area. Lessors hereby covenants and agrees to indemnify Lessee and save Lessee harmless from all liability, loss, claim, or other damage claims, or obligations because of or arising out of any such injuries or losses.

9. QUIET ENJOYMENT

Lessors covenant that if, and so long as, Lessee performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

10. **LEASE PAYMENTS**

Lease payments shall be made pursuant to instructions as given in writing and signed by each Lessor and, in the absence thereof or upon the occurrence of a dispute between them, it may be tendered to any Lessor.

THE GARBER FAMILY TRUST OF 1990:

_____
Kirk John Garber, Co-Trustee

Date: _____

_____
Ian Cant Garber, Co-Trustee

Date: _____

BARBARA A. GARBER LIVING TRUST:

_____
George H. Smith, Successor Co-Trustee

Date: _____

_____
Brooke Smith, Successor Co-Trustee

Date: _____

MARIPOSA PARKING DISTRICT:

_____
Rosemarie Smallcombe, District I
Mariposa Vehicle Parking District Chair

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall
County Counsel/Risk Manager

EXHIBIT A

LEGAL DESCRIPTION

The subject property is legally described as that certain parcel of land situated in Block 25, Town of Mariposa, State of California, described as: Commencing at the southeast corner of Block 25 as laid down on the map of said Town, on file in the County Recorder's Office of said County; at which point, is the northwest corner of Charles and 6th Streets; thence northerly on the Westerly line of Charles Street 170 -feet to a point; thence westerly at right angles with Charles Street and parallel with 7th Street 80- feet to the point of beginning; thence continuing westerly 30-feet ;thence at right angles southerly 1- foot 2- inches; thence at right angles westerly 70- feet; thence at right angles northerly 81-feet 2-inches to the southerly line of 7th Street: thence 60-feet westerly to the southeast corner of 7th and Jessie Streets; thence southerly along the easterly line of Jessie Street 250-feet to the northeast corner of Jessie and 6th Streets; thence easterly along the northerly line of 6th Street 160-feet; thence northerly 168- feet 10- inches along a line parallel to Charles Street to the point of beginning. The property is also known as APN 013-182-004.

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2025-010

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve First Amendment to Option Agreement for Purchase and Sale of Real Property for the Mariposa Zero Emission Transit Yard Project

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RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment Option Agreement for Purchase and Sale of Real Property for the Mariposa County Zero Emission Transit Yard Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to sign the First Amendment Option Agreement and any other amendments, forms or documents related to the Mariposa County Zero Emission Transit Yard Project. (Subject to Approval as to Legal Form by County Counsel)

An Option Agreement for Purchase and Sale of Real Property was necessary to allow time for the County to determine if the property meets environmental requirements for the project. Pending environmental approval, the item will return to the MCLTC for the commission to consider the final purchase of real property.

The First Amendment is to extend the term of the Option Agreement by six (6) months to allow for the environmental process to be completed, and increase the compensation to the Seller by $5,000.00; the new total compensation amount is not-to-exceed $335,585.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS

MCLTC approved an Option Agreement for the purchase and sale of real property on December 3, 2024 with #LTC 24-017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the First Amendment to the Option Agreement and the County would not be able to continue the environmental process necessary for the purchase and sale of the proposed project location.

FINANCIAL IMPACT

No General Funds are being used for this project. The project is 100% funded by SB 125 TIRCP and ZETCP Funds.

ATTACHMENTS

1. Agreement_LTC-2024-017

2. LTC 2418 Ritter Ammended Option(Signed by Seller)

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 24-017

MEETING:	December 3, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Option Agreement for Purchase and Sale of Real Property for the Mariposa County Zero Emission Transit Yard Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to sign the Option Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Option Agreement for Purchase and Sale of Real Property for the Mariposa County Zero Emission Transit Yard Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to sign the Option Agreement (Subject to Approval as to Legal Form by County Counsel).

An Option Agreement for Purchase and Sale of Real Property is necessary to allow time for the County to determine if the property meets environmental requirements for the project. Pending environmental approval, the item will return to LTC for the board to consider the final purchase of real property.

On August 22, 2024, the California State Transportation Agency (CalSTA) notified staff that our allocation request for SB 125 TIRCP and ZETCP Funds was approved for the Mariposa County Zero Emission Transit Yard Project. The project will construct the first zero-emission infrastructure by Transit in Mariposa County and includes a secure yard that will contain a new charging system, solar canopy with batteries for power storage to support fleet electrification, and include the purchase of two zero-emission vans for expansion to the local Transit offerings. The allocation is scheduled to fund the project over the next four years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 5, 2023, the Mariposa County Local Transportation Commission (MCLTC) approved submitting our Allocation application request to fund the Mariposa County Zero Emission Transit Yard Project. LTC #2023-026

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Option Agreement for Purchase and Sale of Property and the project would be at risk of completion.

FINANCIAL IMPACT

None; General Funds are used for this project. The project is 100% funded by SB 125 TIRCP and ZETCP Funds.

ATTACHMENTS

1. **24.11.25 Executable Option Ritter Final**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

OPTION AGREEMENT
FOR PURCHASE AND SALE OF REAL PROPERTY

Ritter Property

THIS OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement" or "Option Agreement") is made and entered into effective as of this _3rd day of December, 2024. The "Effective Date" of this Agreement shall be the date of the latest signature of Seller or Buyer as set forth besides their signatures below. This Agreement is entered into by and between:

"Seller":
Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust
P.O. Box 1965
Mariposa, CA 95338

"Buyer or County of Mariposa":
Mariposa County
PO Box 784
5100 Bullion St
Mariposa, CA 95338

Seller and Buyer are sometimes hereinafter independently referred to as "Party" and collectively referred to as "Parties".

RECITALS

A. Seller is the owner of fee title to that certain real property located in the County of Mariposa, State of California, comprised of approximately 2.31 acres, identified by the County Assessor as **Assessor's Parcel No. 013-011-003** and more particularly described in Exhibit A (such real property, together with all easements, rights, and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. The County of Mariposa("County") is a political subdivision of the State of California.

C. County desires to buy from Seller and Seller desires to sell to County the Property subject to the terms and conditions set forth herein.

D. The Property is adjacent to the existing Health and Human Services Building. Upon purchase of the Property, County intends to build a Zero Emission Transit Yard to support its transportation services.

F. County has been selected to receive funding from the California State Transportation Agency to purchase and build the Zero Emission Transit Yard Project.

G. In consideration of County's efforts to purchase the Property with funding from the California Transportation Agency, Seller desires to grant to County, on the terms and conditions contained in this Agreement, an option to purchase the Property. County intends, but is not

obligated, to exercise this right to purchase when and if County has completed and accepted its customary due diligence and has secured funding for the purchase.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, other valuable staff time and resources expended by the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Grant of Option. Seller hereby grants to County the exclusive and irrevocable right to purchase the Property upon the terms and conditions set forth in this Agreement ("Option"). Upon County's exercise of the Option under Section 6, Seller shall convey the Property to County's on the terms and conditions set forth in this Agreement.

   a) Purchase Price. The Parties agree that the purchase price for the Property shall be $335,580.00 ("Purchase Price").

   b) Appraisal. County anticipates that funding for the Purchase Price will come from the California State Transportation Agency (the "Funder"). To facilitate this funding, County requires that the Property's fair market value be determined in an appraisal conducted by a qualified professional appraiser and meeting all requirements set forth by Funder, meeting Department of General Services (DGS) and Uniform Standards of Professional Appraisal Practice (USPAP) standards ("Appraisal"). The Parties acknowledge that the Appraisal may require approval by DGS and the Funder and agree to reasonably cooperate to secure such approval. Buyer shall be responsible for the cost of the Appraisal.

   c) Funding. The Parties acknowledge that in order to purchase the Property, County must secure the necessary funding from the Funder in the amount of the Purchase Price and any other transaction costs to be paid by County as provided herein. If funding from the Funder is not available or appropriated at or prior to the Closing, County may terminate this Agreement, and County shall have no further obligation to Seller, and such termination shall be governed by Section 5 below.

2) Option Consideration. As consideration for the Option, Seller acknowledges that County has paid to Seller upon execution of this Agreement the sum of $3,358.00. County shall have no further obligation to make any payment to Seller as Option Consideration.

3) Option Term; Extension. The term of the Option shall commence upon the Effective Date and shall expire on the earlier of (a) five o'clock p.m. (5:00 p.m.), 180 days from the Effective Date, or (b) if the Option is duly exercised by County, the Closing Date (the "Option Term"). The Option Term may be extended by mutual agreement of the Parties in writing.

4) Phase I Environmental Site Assessment and Clean Up.

   a) Phase I ESA. Within one year of the Effective Date, Buyer shall have prepared a Phase I Environmental Site Assessment ("ESA") by a qualified consultant. The cost of this report will be Buyers sole responsibility. Upon completion, Buyer shall provide a copy of the ESA to the Seller. Within thirty days of receipt, the County shall notify Seller as to whether the County will require completion of any recommendations within the ESA. Any activities

under the ESA will be referred herein as the "County's Remediation Requirements". Seller shall notify County as to which of such County's Remediation Requirements Seller will undertake before the Closing. Seller shall use best efforts to complete any of those County's Remediation Requirements it has agreed to undertake by the Closing. If (i) Seller fails to give County notice as to which of such County's Remediation Requirement(s) Seller will complete before the Closing within such thirty (30) day period (in which case it will be presumed that Seller is unable or unwilling to undertake such County's Remediation Requirements), or (ii) Seller agrees to undertake some, but not all, of County's Remediation Requirements, or (iii) before the Closing, Seller has not completed any County's Remediation Requirements to County's reasonable satisfaction, then County may, by written notice thereof to Seller:

(1) decline to exercise the Option;

(2) terminate this Agreement, before or after exercise of the Option, which shall be governed by Section 5 below; or

(3) proceed with the purchase of the Property, in which event Seller shall have no obligation to undertake or complete any incomplete County's Remediation Requirements and shall have no liability therefor.

b) Property Inspection. Following completion of any County's Remediation Requirements undertaken by Seller pursuant to Section 4(a), County shall be permitted to inspect the Property, together with all documentation resulting from the work. If the County is not satisfied with the work, it shall notify Seller and provide an opportunity to cure. If the work is still not completed to County's reasonable satisfaction, County will have the remedies set forth in Section 8(a)(1) – (3).

5) Termination. County may, at its election, terminate the Option at any time for any or no reason by delivering to Seller written notice of its election to so terminate the Option. If County elects to terminate the Option, then the Escrow, this Agreement and the rights and obligations of the Parties hereunder shall terminate as of the date of such notice, except for the obligations that expressly survive the termination of this Agreement.

6) Option Exercise. County has sole and absolute discretion to exercise the Option for any reason or no reason at all. County may exercise the Option by delivering written notice to Seller before the expiration of the Option Term, which notice shall be in substantially the same form as the Exercise Notice attached as Exhibit B (the "Exercise Notice"). The Exercise Notice shall affirmatively state that County exercises the Option and shall specify the closing date, which date shall be no later than one year after the date of the Exercise Notice (the "Closing Date"), at which time Seller shall convey good and marketable title to the to County by delivering to County a duly executed Grant Deed in the form attached hereto as Exhibit E, to be recorded on the County Official Records, and County shall convey the Purchase Price to Seller (the "Closing"). The Closing Date may be extended by the Parties by mutual agreement in writing. If County does not deliver the Exercise Notice to Seller on or before the expiration of the Option Term, then the Option shall expire and neither Party shall have any further obligation under this Agreement.

7) Escrow. County and Seller will open an escrow ("Escrow") with Inter-County Title Co., 5160 Bullion Street, Mariposa, CA 95338 ("Title Company" or "Escrow Holder") and shall deliver a signed copy of this Agreement to the Title Company. The Closing shall take place at the office of the Escrow Holder, or at such other title company or escrow holder as the parties may mutually agree, on the Closing Date.

8) Seller's Representations and Warranties. In consideration of County entering into this Agreement, Seller hereby represents and warrants to County the matters set forth below, each of which is material and is being relied upon by County, and states that these representations are true as of the date hereof and shall be true at all times between then and the Closing Date. Whenever in this Agreement a representation is limited to the "knowledge" of Seller, the Parties intend that the representation is based on the current, actual knowledge of Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust.

i) Authority. Seller has full right, power, and authority to enter into this Agreement and to convey the Property to County. This Agreement has been duly and validly authorized, executed, and delivered by Seller, and each of the persons signing this Agreement on behalf of Seller is authorized to do so. All of the documents executed by Seller pursuant to this Agreement and at the Closing will be duly authorized, executed, and delivered by Seller.

ii) Other Agreements; Third Party Consents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions, or provisions of any other agreement to which Seller is a party or by which Seller is bound. To Seller's knowledge, no default under any instrument constituting or creating any lien, encumbrance, liability, claim, right, demand, easement, covenant, condition, option, or restriction of any kind against the Property or any part thereof, is presently existing under any such instrument, and no event has occurred which, with notice or lapse of time or both, would constitute any such default. To Seller's knowledge, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated by this Agreement.

iii) No Untrue Statement. To Seller's knowledge, the representations, warranties, and statements of Seller in this Agreement or in any document, certificate, schedule, or exhibit furnished to or to be furnished to County pursuant to the terms of this Agreement, or in connection with the transactions contemplated hereunder, does not contain, and will not contain any untrue statement of material fact, nor omits or will omit a material fact necessary to make the statements of facts contained therein not misleading.

iv) Title; Access. To Seller's knowledge, Seller has good and marketable title to the Property free and clear of all options, rights of first refusal, leases, licenses to use or occupy, profits, encroachments, liens, security interests, covenants, conditions, restrictions, rights-of-way, easements, and encumbrances of any kind or character whatsoever, except as set forth in the Preliminary Title Report, Order No. M33030issued by Inter-County Title Company dated as of November 16, 2022attached hereto as

Exhibit C and incorporated by reference (the "Preliminary Report") or as otherwise disclosed to County in writing.

v) Taxes. Except as disclosed in tax bills delivered to County, the Preliminary Report, or otherwise disclosed in writing to County, to Seller's knowledge, there are no improvement district or other assessments, special or otherwise, burdening the Property, whether or not a lien thereon; nor has Seller received notice of the establishment of any such district or assessment. Seller has no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assessments respecting the Property.

vi) Litigation; Eminent Domain. To Seller's knowledge, there are no condemnation, environmental, zoning, or other land use regulation proceedings, or any other actions, suits, or proceedings pending that do or would affect the Property or Seller's ability to fulfill all of its obligations under this Agreement, and Seller has no knowledge of any such threatened proceedings or litigation or any action or inaction that may result in such proceedings or litigation. There are no outstanding claims on Seller 's insurance policies relating to the Property.

vii) Storage Tanks and Dump Sites. Seller has not installed, used, or removed any underground storage tanks or dump sites in, on, under, or about the Property.

viii) Compliance with Laws. Seller has received no notice of a claim of non-compliance with any existing federal, state, or local law, ordinance, rule, regulation, or order of any governmental or quasi-governmental authority, or any licenses, permits, or other governmental approvals ("Legal Requirements") relating to the Property. Except as set forth in the Disclosure Materials (and as may apply to any of the conditions disclosed in the Disclosure Materials), and to Seller's knowledge, no governmental authority or any employee or agent thereof considers the Property to be in violation of any Legal Requirements, and to Seller's knowledge, no investigation has been commenced or is contemplated respecting any possible violation.

ix) Hazardous Substances. Except as set forth in the Disclosure Materials, Seller has not engaged in or permitted any activities upon, or any use or occupancy of the Property or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Substances (whether legal or illegal, accidental, or intentional), on, under, in, or about the Property, or transported any Hazardous Substances to, from, or across the Property. To Seller 's knowledge, and except as otherwise set forth in the Disclosure Materials, (i) there are no Hazardous Substances presently deposited, stored, or otherwise located on, under, in, or about the Property, (ii) no Hazardous Substances have migrated from the Property upon or beneath other properties, and (iii) no Hazardous Substances have migrated or threatened to migrate from other properties upon, about, or beneath the Property. Except as otherwise set forth in the Disclosure Materials, Seller has not received any notice or other communication concerning any alleged violation of Legal Requirements relating to Hazardous Substances, or any notice or other communication concerning Hazardous Substances in connection with the Property. For purposes of this Agreement, the term "Hazardous

Substances" means any material or substance which now or hereafter is defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," or "toxic substance," or words of similar import under any applicable Legal Requirements, including but not limited to, gasoline, diesel fuel, or other petroleum hydrocarbons or materials which contain lead-based paint or other lead contamination. Notwithstanding anything to the contrary in this Agreement, Seller 's representations and warranties in this Section 9 do not extend to the conditions of the Property that have been disclosed to County in the Disclosure Materials, nor to any conditions of which Seller has no knowledge.

x) Bankruptcy. Seller is not currently insolvent, is not the subject of any insolvency, liquidation, restructuring, or reorganization proceedings, and has not (i) made a general assignment for the benefit of its creditors, (ii) filed any voluntary petition, or suffered the filing of any involuntary petition by a creditor, under any federal or state bankruptcy or insolvency law, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) admitted orally or in writing its inability to pay debts as they become due, or (v) made an offer of settlement or entered into a settlement or composition with creditors generally.

xi) Mineral/Water Rights. Seller has not sold, conveyed, transferred, or assigned any rights to the minerals and/or water located on the Property, including any rights to mining by extraction or excavation of surface or subsurface minerals including rock, sand, and gravel and any rights to water by use or distribution of surface or subsurface water sources.

xii) Timber/Plant Rights. Seller has not sold, conveyed, transferred, or assigned any rights to the trees and plants located on the Property, including any rights to harvest or cut such trees or plants.

xiii) Development Rights. Seller has not sold, conveyed, transferred, or assigned any rights to develop the Property for use either on or off the Property.

9) County Representations and Warranties. In consideration of Seller entering into this Agreement, County makes the following representations and warranties, each of which is material and is being relied upon by Seller:

i) Authority. County has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed, and delivered by County, and each of the persons signing this Agreement on behalf of County is authorized to do so. All the documents executed by County pursuant to this Agreement and at the Closing will be duly authorized, executed, and delivered by the County.

10) Covenants of Seller. Seller hereby covenants and agrees with County as follows:

a) Title and Encumbrances.

i) Termination of Marketing. Prior to the Closing, Seller shall not enter into any negotiations for sale of the Property to any party and shall not sell, convey, assign, transfer, or otherwise dispose of the Property, or any part thereof or any real property interest therein.

ii) Future Action. Prior to the Closing, without the prior written consent of County (which shall not be unreasonably withheld, conditioned, or delayed), Seller shall not take any action that may result in an alteration of the condition of title as shown in the Preliminary Report.

iii) Agreements. Prior to the Closing, without the prior written consent of County, Seller shall not make, extend, or amend any easements, leases, contracts, options, or agreements affecting the Property that would violate of the terms of the Option Agreement or would affect or bind the Property beyond the Closing or materially affect the appraised value of the Property.

b) Operation of the Property. Prior to the Closing, (a) Seller shall refrain from and shall not permit any use of the Property for any purpose or in any manner that would materially adversely affect the current condition of the Property, including without limitation as habitat for plants or animals or otherwise impair the conservation values and natural state of the Property; (b) Seller shall not grant any deed of trust or other encumbrance on title to the Property; and (c) Seller shall ensure that its use and operation of the Property is conducted and that the condition of the Property is maintained in accordance with all Legal Requirements except (i) as set forth in the Disclosure Materials and (ii) subject to the limitations on Seller's obligations with respect to Hazardous Substances, which are set forth in Section 8 above.

c) Hazardous Substances. Prior to the Closing, Seller shall not:

i) cause or permit any dumping or depositing of any materials on the Property, including, without limitation, garbage, Hazardous Substances, construction debris, or solid or liquid wastes of any kind except as may be permitted under Legal Requirements; or

ii) use, produce, process, manufacture, generate, treat, handle, store, or dispose of any Hazardous Substances in, on, or under the Property, or use the Property for any such purposes, or release any Hazardous Substances into any air, soil, surface water, or groundwater comprising the Property, or permit any person using or occupying the Property or any part thereof to do any of the foregoing except as may permitted under Legal Requirements.

d) Change in Representations. Seller shall promptly notify County of the occurrence of any fact, circumstance, condition, or event that would cause any of the representations and warranties made by Seller in this Agreement no longer to be true or accurate.

e) Governmental Notices. Seller shall deliver to County each and every notice or communication Seller receives from any governmental body relating to the Property promptly after Seller 's receipt of the same.

11) Right of Entry.

a) During the Option Term, and at County sole cost and expense, (i) County may engage consultants, surveyors, or engineers to conduct environmental studies, analyses, surveys, and appraisals of the Property as County deems necessary, and (ii) County or its agents shall have the right to enter the Property to make such tests, inspections, analyses, studies, surveys, appraisals, and other investigations of the Property as County may require. County shall hold harmless and indemnify Seller from and against any losses, claims, damages, liabilities, costs, and expenses to the extent arising from or in any way connected with injury to or the death of any person, or physical damage to any property resulting from the exercise of the rights granted to County under this Section 16, except to the extent caused by the negligence or willful misconduct of the Seller or its agents.

b) Without limiting the other provisions of this Agreement, Seller shall cooperate with County investigation of the Property and Seller agrees that County may make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. However, prior to any communication with governmental agencies regarding the Property, County shall provide three business days' notice to Seller, and Seller, at Seller's election, shall be entitled to have a representative participate in any telephone or other contact made by County to a governmental authority and to be present at any meeting by County with a governmental authority. Accessing and using government materials, information, websites, data, etc. is not considered "communication" for purposes of this paragraph.

c) With regard to any invasive testing of the Property, if County or its agents, employees, or contractors take any sample from the Property in connection with any such testing, County shall provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. County shall permit Seller or its representative to be present to observe any testing or other inspection or due diligence review performed on or at the Property. Upon the request of Seller, County shall promptly deliver to Seller copies of any reports relating to any testing or other inspection of the Property performed by County or its agents, representatives, employees, contractors, or consultants. The results of any investigations made by County or the Funders shall be kept confidential and may not be disclosed by County to any third party, except to the Funders. County agrees to use diligent efforts to cause the Funders to keep such information confidential.

12) Title Review and Title Insurance.

a) County Title Review and Objections. During the Option Term, County may notify Seller of (i) the exceptions to title and/or issues related to the legal description of the Property to which County objects, or (ii) other matters related to the Property to which County objects, including the environmental condition of the Property ("County's Objections"). Matters set forth in the Preliminary Report to which County does not so object shall be deemed "Permitted Exceptions."

b) Seller's Cure. Within thirty (30) days after receipt of each notice of County's Objections, Seller shall notify County as to which of such County's Objection(s) Seller will remedy before the Closing. Seller shall use best efforts to remove and/or remedy any of those

County's Objections it has agreed to remove by the Closing. If (i) Seller fails to give County notice as to which of such County's Objection(s) Seller will remedy before the Closing within such thirty (30) day period (in which case it will be presumed that Seller is unable or unwilling to remedy such County's Objections), or (ii) Seller agrees to remedy some, but not all, of County's Objections, or (iii) before the Closing, Seller has not removed and/or remedied any's Objections to County's reasonable satisfaction, then County may, by written notice thereof to Seller:

(1) decline to exercise the Option;

(2) terminate this Agreement, before or after exercise of the Option, which shall be governed by Section 5 above; or

(3) proceed with the purchase of the Property, in which event Seller shall have no obligation to cure any uncured County's Objections and shall have no liability therefor.

c) Liens. In any event and notwithstanding anything to the contrary herein, on or before the Closing, Seller shall either pay in full and remove all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes), judgments, or court actions affecting the Property ("Liens").

d) Title Policy. At the Closing, Seller shall cause Title Company to provide County with an ALTA or CLTA standard owner's policy (whichever is required by Funders) of title insurance with regional exceptions ensuring that fee title to the Property is vested in County upon the Closing, subject only to Permitted Exceptions (the "Title Policy"). Seller shall execute and deliver to Escrow Holder the Title Company's standard Owner's Title Affidavit in form reasonably acceptable to Seller on or before the Closing Date.

13) Mediation of Disputes; Defaults and Remedies.

a) Mediation. County and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the Parties involved.

b) Default and Cure Period.

i) Seller Default.

(1) Pre-Closing Defaults Known to County. In the event of any breach or default by Seller of any of its representations, warranties, covenants or agreements hereunder at or prior to Closing (other than the covenant to convey the Property to County), and County has knowledge of the facts constituting such breach or default prior to Closing, County's sole and exclusive remedy will be to either (i) waive any such breach or default in writing and proceed to close escrow in accordance with this Option Agreement, or (ii) terminate this Agreement and the escrow upon written notice to Seller and the Escrow Holder. County hereby waives all rights to pursue an action against Seller for specific performance of this Agreement, and/or an action against Seller for damages (including, but not limited to, an action for damages under

California Civil Code section 3300), in any circumstance referred to in this Section 13(b)(i)(1). For purposes of this Section 13(b)(i)(1), "knowledge" of County will include the knowledge of its legal counsel and consultants.

(2) Breach of Covenant to Convey. If County duly exercises the Option and Seller breaches its obligation to convey the Property to County at the Closing, County's sole and exclusive remedies will be to either (i) bring an action for specific performance against Seller to enforce the terms of this Option Agreement within sixty (60) days of the scheduled Closing Date, or (ii) terminate this Option Agreement and the escrow upon written notice to Seller and the Escrow Holder. County hereby waives the right to bring an action against Seller for damages (including but not limited to, any action for damages under California Civil Code section 3306) in the event of any default by Seller described in this Section 13(b)(i)(2).

(3) Post-Closing Claims. Following the Closing, if County acquires knowledge that Seller has knowingly, intentionally, or maliciously breached prior to the Closing any of Seller's representations, warranties, or covenants under Section 13 or 15, then County will be entitled to exercise the rights and remedies available to County at law or equity, including, but not limited to, reasonable out-of-pocket expenses related to this transaction incurred from the date of this Agreement and reasonable attorneys' fees pursuant to Section 20; provided, however, in no event shall Seller be liable for any indirect or consequential damages.

Seller and County acknowledge that they have read and understand the provisions of this Section 13(b), and by their initials immediately below, agree to be bound by its terms.

County: _____ Seller: Thomas P. Ritter _____

ii) County Default. If County defaults in its obligations hereunder and fails to cure such default within five (5) days after notice of such default from Seller and Seller, then Seller and Seller shall have the right to pursue any remedy available to it at law or equity, including the specific performance of this Agreement and damages, including, but not limited to, reasonable out-of-pocket expenses related to this transaction incurred from the date of this Agreement and reasonable attorneys' fees pursuant to Section19; provided, however, in no event shall County be liable for any indirect or consequential damages.

c) Survival. This Section 13 shall survive termination of this Agreement.

14) Deliveries to Escrow Holder.

a) By Seller. On or before the Closing Date, Seller shall deliver an original Grant Deed to the Property, duly executed and acknowledged in recordable form to the Escrow Holder.

b) By County. On or before the Closing Date, the County shall deliver the Purchase Price and any funds payable by County pursuant to Section 15 below.

c) Each Party. Each Party shall execute and deliver, or cause to be delivered, any other instruments, including proof of authority to act, as are reasonably required by the Escrow Holder and/or the other Party including, without limitation, all documents required to issue the Title Policy to County.

15) Costs and Fees. All of the costs charged by Escrow Holder for the Closing shall be paid as follows: (a) Seller and County shall pay the Owner's title insurance premium, recording fees, and the escrow fee as (50/50) fifty-fifty percent split, (b) Seller shall pay the transfer tax, and (c) all other fees shall be shared equally. County shall pay any title insurance endorsements or expanded coverage desired by County.

16) Risk of Loss.

a) Damage or Destruction. Prior to Closing, the risk of loss or damage to the Property due to any insured or uninsured casualty shall be borne by Seller. Seller shall promptly notify County of any damage to or destruction of the Property that occurs prior to the Closing, which notice shall specify whether such damage or destruction is insured. County may, in its sole and absolute discretion, by written notice to Seller given within thirty (30) days after County receives notice from Seller of such damage or destruction (a) terminate this Agreement, even if the Option has already been exercised, or (b) continue this Agreement, in which event Seller, at Seller's election, shall either restore the Property prior to the Closing Date to the extent Seller receives insurance proceeds to do so, or on the Closing Date, assign to County in a form satisfactory to County, its entire right, title and interest in and to any insurance proceeds, in an amount not to exceed the Purchase Price, which are otherwise payable to Seller in connection with such damage or destruction so that County may use such proceeds to restore the Property.

b) Condemnation. Seller shall promptly notify County of any condemnation or eminent domain proceedings ("Condemnation") that are threatened or commenced respecting the Property prior to Closing. County may, in its sole and absolute discretion, by written notice given to Seller within thirty (30) days after County receives notice from Seller of such Condemnation proceedings (a) terminate this Agreement, even if the Option has already been exercised or (b) continue this Agreement with regard to the remaining Property owned by Seller, with a proportionate reduction of the Purchase Price. Seller must notify County of any notice of Condemnation of all or any portion of the Property within 10 days after the receipt of such notice, and County must exercise its Condemnation option as provided in this Section 16(b) within 10 days after receipt of such notice. If necessary, the Closing Date will be extended to give County the full 10-day period to make such election.

17) Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to Buyer:	Board Chair Mariposa County Board of Supervisors PO Box 784 Mariposa, Ca 95338
If to Seller:	Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, PO Box 1965 Mariposa, CA 95338 Thomasritter1965@gmail.com

The Parties shall also send a courtesy copy of any written communication via email.

The date of any notice or communication shall be the date of receipt of the hard copy (provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request, or communication sent), or the date the receiving Party confirms receipt of the courtesy email. Any Party may change its address for notice by giving notice to the other Party in accordance with this Section 18.

18) Brokers.

a) Seller. Seller hereby discloses their relation with a Real Property agent that is representing the selling in this transaction and is further described in the "Disclosure Regarding Real Estate Agency Relationship" attached hereto as Exhibit F.

b) The County. County hereby represents and warrants to Seller that County has not incurred any obligation to any finder or real estate broker or salesperson with respect to the Option or the conveyance of the Property. If any person asserts a claim for a brokerage commission or finder's fee based upon any statement or representation or agreement made by County, County shall indemnify, defend, and hold Seller harmless from and against any and all losses, costs (including reasonable attorneys' fees and costs), claims, damages, liabilities or causes of action with respect to such claim. County's obligations under this Section 19(b) shall survive the Closing and recording of the Grant Deed for a period of two years.

19) Legal Fees. If any legal action is brought by either Party to enforce any provision of this Agreement or is based upon any matter arising out of or related in any way to this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court, subject to the limitations set forth in Section 15 above. This Section shall survive the Closing (or any earlier termination of this Agreement) for a period of three years.

20) Assignment. This Agreement will inure to the benefit of and be binding on the Parties and their respective successors and assigns.

21) Miscellaneous.

a) Survival of Covenants. The covenants, representations and warranties, and indemnification obligations of both County and Seller set forth in this Agreement, including, but not limited to, the representations and warranties contained in Section 8 and 9 and the covenants contained in Section 10, shall survive the termination of this Agreement, the Closing Date, and recordation of the Grant Deed for a period of three years.

b) Required Actions of County and Seller. The Parties will cooperate in good faith to consummate the transaction contemplated. Without limiting the foregoing, County and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction herein contemplated, including, but not limited to, the recordation of the Grant Deed to the Property if County exercises the Option.

c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement may be executed by a party's signature transmitted by electronic mail in DocuSign, Adobe Sign, or pdf format ("pdf"), and copies of this Agreement executed and delivered by means of DocuSign, Adobe Sign, or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. The Memorandum of Option Agreement required by Section 22(k) shall be notarized and executed with original signatures.

d) Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

e) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto. There are no third-party beneficiaries to this Agreement.

f) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

g) Applicable Law. This Agreement shall be governed by and construed in accordance with California law.

h) Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.

j) Joint and Several Liability. If two or more individuals sign this Agreement as Seller, the liability of each such individual to perform Seller's obligations hereunder shall be deemed to be joint and several, and all notices, payments, and agreements given or made by, with or to any one of such individuals shall be deemed to have been given or made by, with, or to all of them. In like manner, if Seller shall be a trust, the members of which are, by virtue of statute

or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

k) Memorandum of Option Agreement. Within five (5) business days following the execution of this Agreement, County and Seller shall execute, in recordable form, a Memorandum of Option Agreement in the form attached hereto as Exhibit D, together with instructions to the Title Company to record the same in the County upon County's instruction.

l) Construction. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise: (a) the plural and singular shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (f) "days" means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

m) Severability. If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent.

n) Exhibits and Schedules. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

Exhibit A — Legal Description of Property
Exhibit B — Exercise Notice
Exhibit C — Preliminary Title Report
Exhibit D — Memorandum of Option
Exhibit E — Form of Grant Deed
Exhibit F — Disclosure Regarding Real Estate Agency Relationship
Exhibit G — Vacant Land Purchase Agreement and Joint Escrow Instructions, Buyer's Vacant Land Additional Inspection Advisory, Possible Representation of More than One Buyer of Seller, Fair Housing and Discrimination Advisory, Wire Fraud and Electronic Funds Transfer Advisory, California Consumer Privacy Act Advisory, Seller Payment(concession) for Buyer's Broker's Compensation.

o) Entire Agreement. This Agreement and the Exhibits attached hereto supersede any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between County and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended, except by a writing executed by both County and Seller.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Option Agreement on the dates set forth under their respective signatures below.

County:

COUNTY of MARIPOSA
a political subdivision of the State of California

Shannon Hanson
Executive Director
Local Transportation Commission

Date: 12/20/24

Seller:
Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust

Thomas Ritter

Date: 12/20/2024

Lori Ritter

Date: 12/20/24

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to in this report is situated in an unincorporated area known as Mariposa, the County of Mariposa, State of California, and is described as follows:

A TRACT OF LAND SITUATED IN A PORTION OF PROJECTED SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 15, 1994 AS DOCUMENT NO. 944827, MARIPOSA COUNTY OFFICIAL RECORDS, THENCE S.49° 16' 24" W., ALONG THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY FOR 326.82 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 175.00 FEET, TO SAID POINT A RADIAL LINE BEARS S.67° 23' 33" W; THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 47", AN ARC DISTANCE OF 23.91 FEET TO THE POINT OF TANGENCY; THENCE N.14° 46'40" W., FOR 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55° 40' 13", AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF TANGENCY; THENCE N.70° 26' 53" W., FOR 57.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF MARIPOSA BY ROAD DEED RECORDED December 8, 1954 IN VOLUME 48 OFFICIAL RECORDS AT PAGE 535. MARIPOSA COUNTY RECORDS, THENCE N.31° 31' 20" E., ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, FOR 72.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, THENCE N.62° 04' 19" E., ALONG THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 272.09 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE S.40° 15' 09" E., ALONG THE NORTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 237.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A. RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 26, 2003 AS DOCUMENT NO. 2036913, MARIPOSA COUNTY OFFICIAL RECORDS, SAID CERTAIN REAL PROPERTY BEING DESCRIBED IN SAID GRANT DEED AS FOLLOWS:

THAT PORTION OF LOT 4 AS SHOWN ON THAT MAP OF MARI PLAZA, MAP NO. 2493, MARIPOSA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE N.69° 24' 31" E., ALONG THE NORTHERLY LINE OF SAID LOT 4, 154.11 FEET; THENCE S.05° 13' 29" E., 79.49 FEET; THENCE S.09° 32' 52" E., 190.10 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE N.40° 45' 00" W., ALONG SAID SOUTHWESTERLY LINE 280.40 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE NORTHEASTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT OF LAND.

RESERVING THEREFROM, AS AN APPURTENANCE TO THE REMAINING LANDS OF THE GRANTOR, OR ANY PORTION THEREOF, AND TO ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO DAVID ANTHONY RADANOVICH AND HEIDI YVONNE RADANOVICH, TRUSTEES BY GRANT DEED RECORDED December 27, 2004 AS DOCUMENT NO. 2048031, MARIPOSA COUNTY OFFICIAL RECORDS, OR ANY PORTION THEREOF, A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A

UNIFORM WIDTH OF 30.00 FEET, THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN ABOVE-DESCRIBED TRACT OF LAND.

Assessor's Parcel No. 013-011-003

EHXIBIT B

EXERCISE NOTICE

Date:_____

VIA _____ [Use manner of delivery of notice specified by Option Agreement]

_____

_____

Re: ExerciseNotice / Assessor's
Parcel No. **013-011-003**

Dear Sir or Madam:

We refer to that certain Option Agreement dated as of 12/3/24, 2024 (the "Option Agreement") between Thomas and Lori Ritter, Trustees of the Ritter Family Trust("Seller") and Mariposa County ("County") for the above-described property (the "Property"). All terms used but not defined in this notice shall have their respective meanings set forth in the Option Agreement.

Under the Option Agreement, County has an option to acquire the Property, upon all of the terms, covenants, and conditions of the Option Agreement. In accordance with Section 10 of the Option Agreement, County hereby exercises its option to require Seller to convey the Property to County. Please execute and deliver to the Title Company one notarized original of the Grant Deed to the Property at least 5 business days prior to Closing. The Closing Date shall occur on a date selected by County, which shall be on or before the date that is no more than one (1) year after the date of this notice. During the period between the date of this Notice and the Closing Date, County will work with you to finalize any document(s) required by the Funders, pursuant to Section 11(f) of the Option Agreement.

Although your acknowledgement of our option exercise is not necessary for our exercise to be effective, we would appreciate your courtesy in signing in the space provided below and returning the enclosed copy of this notice to acknowledge receipt of it. A stamped, self-addressed envelope is enclosed for your convenience.

Finally, if Seller contends that this notice (a) is in any way inadequate to constitute the Exercise Notice required under Section 6 of the Option Agreement, (b) has not been sent in compliance with the notice requirements of the Option Agreement, (c) has not been sent to any individual or entity to whom County is required to send notices pursuant to the Option Agreement, or (d) has not been mailed, delivered, or addressed as required by the Option Agreement, please contact the undersigned immediately in writing specifying where and/or how County has failed to comply with the requirements of the Option Agreement.

Sincerely,
Mariposa County Local Transportation Commission

By: _____

Name: Shannon Hanson
Its: Executive Director of the Local Transportation Commission
Date: 12/20/24

RECEIPT ACKNOWLEDGED:
Thomas and Lori Ritter, Trustees of the Ritter Family Trust

By: _____

Thomas Ritter

Date: 12/20/2024

Lori Ritter

By: _____

Date: 12/20/24

EXHIBIT C

PRELIMINARY REPORT

Preliminary Report follows on next page.

Preliminary Report

Policy to be issued by Stewart Title Guaranty, insurer, through its agent

Inter-County Title Co., Tuolumne-Mariposa Division

Mail P.O. Box 838, Other 5160 Bullion Street, Mariposa CA 95338
Phone (209) 966-3653 / Facsimile (209) 742-6829
http://www.mariposaictc.com

County of Mariposa

Our File Number: **M34000**

Property Address:
Unassigned
Mariposa, CA 95338

Your reference:

In response to the above referenced application for a Policy of Title Insurance, INTER-COUNTY TITLE CO., Tuolumne-Mariposa Division, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This Report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a Policy of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy of Title Insurance, a Binder or Commitment should be requested.

Please read the exceptions shown on the attached list and the exceptions and exclusions set forth in Schedule B in this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Dated as of November 6, 2024 at 7:30 a.m.

Title Officer: Steven R. Lobaugh

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

CLTA Owners Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011

The land referred to herein is described as follows:

SEE SCHEDULE "C" ATTACHED HERETO

SCHEDULE B

EXCEPTIONS

At the dated hereof exceptions to coverage in addition to the printed Exceptions and Exclusions contained in said policy form would be as follows:

CLTA Preliminary Report Form, Exhibit A (Rev.11-04-22) contains exclusions and exceptions from coverage and is attached hereto and made a part hereof. See the attachment for policy specific exclusions and exceptions.

. *PART I*

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests of claims which are not shown by the public records but which could be (a) ascertained by an inspection of the land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrances, violation, variation, easement, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

1. TAXES:
   A. General and Special Taxes and any assessments collected therewith, including possible personal property taxes:
   Fiscal Year: 2024-2025
   Assessor's Parcel Number: 013-011-003
   Area Code: 51027
   First Installment: $ 1,968.20 Open
   Second Installment: $ 1,968.20 Open
   Assessed Values: Land $ 380,912 Improvements $ 0 Exemption $ 0
   Please contact the Tax Collector for exact amount due prior to the close of any transaction. 209-966-2621

   B. The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation code, of the State of California.

   C. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County Taxes; however, some districts may remove these taxes and/or assessments from the County Taxes and assess and collect them separately.

2. Water rights, claims, or title to water, whether or not shown by the Public Records.

3. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
   In favor of: The Pacific Telephone and Telegraph Company
   For: Public Utility Purposes
   Recorded: July 29, 1936 in book 2 Official Records at page 413.
   Affects: specific location not of record.

4. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
   In favor of: Pacific Gas and Electric Company
   For: Public Utility Purposes
   Recorded: February 1, 1940 in book 7 Official Records at page 168.
   Affects: specific location not of record.

5. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
   In favor of: Pacific Gas and Electric Company
   For: Public Utility Purposes
   Recorded: March 14, 1940 in book 7 Official Records at page 396.
   Affects: specific location not of record.

6. The effects of that certain Development Agreement executed by Kenneth Mari, ET UX, recorded February 16, 1990 as Instrument no. 901169.
   (Affects that portion within lot 4 of Mari Plaza.)

7. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility District
For: Public Utilities
Recorded: April 9, 1990 as Instrument no. 902499.
Affects: specific location not of record.

8. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility District
For: Public Utility Purposes
Recorded: January 15, 1991 as Instrument no. 910214.
Affects: portion within lot 4 of Mari Plaza.

9. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility Purposes
For: Public Utilities
Recorded: November 27, 1991 as Instrument no. 916528.
Affects: see document for specific location.

10. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Mariposa Public Utility District
For: Public Utility Purposes
Recorded: November 27, 1991 as Instrument no. 916537.
Affects: see document for specific location.

11. Notice of Assessment District 89-1, filed by Mariposa Public Utility District, recorded May 20, 1992 as Instrument no. 923376.
(Affects portion within lot 4 of Mari Plaza.)

12. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: Sierra Telephone Company
For: the transmission of electrical energy for communication purposes.
Recorded: June 11, 1992 as Instrument no. 924313.
Affects: specific location not of record.

13. Notice of Assessment, District no. 1994-1, filed by Mariposa Public Utility District, recorded May 30, 1995 as Instrument no. 952387.

14. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes;
In favor of: David A. Radanovich, ET AL
For: Road and Public Utilities
Recorded: September 9, 1998 as Instrument no. 1984065.
Affects: see document for specific location.

15. A Deed of Trust to secure an indebtedness of the amount stated herein,
Dated: January 25, 2017
Amount: $193,000.00
Trustor: Thomas P. Ritter and Lori L. Ritter, as Trustees of the Ritter Family Trust, dated May 3, 2011
Trustee: Premier Valley Bank
Beneficiary: Premier Valley Bank
Recorded: January 27, 2017 as Docrument No. 20170443, Mariposa County Records

16. In connection with the Trust hereinafter referred to, this company will require that the following item be submitted for review prior to closing;
A Certification executed by all currently acting trustees, which among other things, provides the name of the trust, date of trust, the trustees required to sign and that all trustees have authorized the anticipated transaction. The trust name is:
Ritter Family Trust, dated May 3, 2011

NOTE: The only conveyances affecting the herein described property recorded during the period of 2 years prior to the date of this Report are as follows: NONE

Note: The house numbering system of Mariposa County indicates the address to the within described property is: Unassigned

Schedule C

Legal Description

All that real property situated in the State of California, County of Mariposa and described as follows:

A TRACT OF LAND SITUATED IN A PORTION OF PROJECTED SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 15, 1994 AS DOCUMENT NO. 944827, MARIPOSA COUNTY OFFICIAL RECORDS, THENCE S.49° 16' 24" W., ALONG THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY FOR 326.82 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 175.00 FEET, TO SAID POINT A RADIAL LINE BEARS S.67° 23' 33" W; THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 47", AN ARC DISTANCE OF 23.91 FEET TO THE POINT OF TANGENCY; THENCE N.14° 46'40" W., FOR 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55° 40' 13", AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF TANGENCY; THENCE N.70° 26' 53" W., FOR 57.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF MARIPOSA BY ROAD DEED RECORDED December 8, 1954 IN VOLUME 48 OFFICIAL RECORDS AT PAGE 535. MARIPOSA COUNTY RECORDS, THENCE N.31° 31' 20" E., ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, FOR 72.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, THENCE N.62° 04' 19" E., ALONG THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 272.09 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE S.40° 15' 09" E., ALONG THE NORTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 237.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A. RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 26, 2003 AS DOCUMENT NO. 2036913, MARIPOSA COUNTY OFFICIAL RECORDS, SAID CERTAIN REAL PROPERTY BEING DESCRIBED IN SAID GRANT DEED AS FOLLOWS:

THAT PORTION OF LOT 4 AS SHOWN ON THAT MAP OF MARI PLAZA, MAP NO. 2493, MARIPOSA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE N.69° 24' 31" E., ALONG THE NORTHERLY LINE OF SAID LOT 4, 154.11 FEET; THENCE S.05° 13' 29" E., 79.49 FEET; THENCE S.09° 32' 52" E., 190.10 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE N.40° 45' 00" W., ALONG SAID SOUTHWESTERLY LINE 280.40 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE NORTHEASTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT OF LAND.

RESERVING THEREFROM, AS AN APPURTENANCE TO THE REMAINING LANDS OF THE GRANTOR, OR ANY PORTION THEREOF, AND TO ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO DAVID ANTHONY RADANOVICH AND HEIDI YVONNE RADANOVICH, TRUSTEES BY GRANT DEED RECORDED December 27, 2004 AS DOCUMENT NO. 2048031, MARIPOSA COUNTY OFFICIAL RECORDS, OR ANY PORTION THEREOF, A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND BEING THE

SOUTHWESTERLY LINE OF THE HEREIN ABOVE-DESCRIBED TRACT OF LAND.

NOTES:

California "Good Funds" Law: Effective January 1, 1990, California Insurance Code Section 12413.1 (Chapter 598, Statutes of 1989), prohibits a title insurance company, controlled escrow company, or underwritten title company from disbursing funds from an escrow or sub-escrow account, until the day these funds are made available to the depositor pursuant to Part 229 of Title 12 of the Code of Federal Regulations, (Req. CC)

Funds received by electronic wire transfer may be disbursed upon receipt. Funds received in the form of Cashier's, Certified or Teller's Checks, may be available for disbursement on the business day following the business day of deposit. Other forms of deposits may cause extended delays in closing this escrow or sub-escrow. "Inter-County Title Co., Tuolumne-Mariposa Division will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by State Law."

If you have any questions concerning the requirements for "Good Funds" referred to above, please contact your appropriate escrow contact prior to closing to avoid any delays.

Note: The issuance of this report is conditioned upon payment of a cancellation fee, if for any reason, a Policy of Title Insurance is not issued in connection with this Title Order. Said fee shall be in an amount not less than the minimum charge set forth in the filed rate schedule, and is a required charge pursuant to Section 12404.1 of the Insurance Code of the Sate of California.

Privacy Policy Notice
PURPOSE OF THIS NOTICE
Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with nonaffiliated third parties unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company and Inter-County Title Co.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Stewart Title - Available Discounts

Stewart Title is pleased to inform you that upon property qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

* Property located within an area proclaimed as a state or federal disaster area;
* Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;
* Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

PORT. PROJECTED SEC. 15, T.5S., R.18E., M.D.B.&M., RANCHO LAS MARIPOSAS

(Incl. Italian Acres Subdivision)

13-010

Tax Area Code
51027
51051



R.S. 1262, 1278, 1297, 2231, 2435, 2472, 2493, 2848, 2937

P.M. 19-24, 24-18, 24-39, 25-33, 30-18

NOTE—Assessor's Parcel Numbers Shown in Small Circles.

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

Assessor's Map Bk.13—Pg.010
County of Mariposa, Calif.
2019

EXHIBIT D

Memorandum of Option

Recording Requested By and
When Recorded Mail To:

MARIPOSA COUNTY
C/O Board Of Supervisors
P.O. Box 784
Mariposa, CA 95338

MEMORANDUM OF OPTION
TO ACQUIRE PROPERTY

This Memorandum of Option is made on this 3 day of December, 2024, between Thomas and Lori Ritter, Trustees of the Ritter Family Trust ("Seller") and THE COUNTY of MARIPOSA COUNTY, a political Subdivision of the State of California. ("County"), who agree as follows:

1. Seller has granted to County the option to purchase real property identified as Mariposa County Assessor's Parcel Nos., and more particularly described in EXHIBIT "A", attached hereto and incorporated herein by reference.

2. The term of the option is for a period of (180) One Hundred and Eighty days from the execution of this document.2024.

3. The option that is the subject of this Memorandum of Option is granted in accordance with an option agreement between Seller and County concerning the option property and dated _____, 2024 (Option Agreement). This Memorandum of Option is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Seller and County under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement.

County:

MARIPOSA COUNTY,
a Political Subdivision of California

By: _____
Name: Shannon Hanson
Local Transportation Commission Executive Director
Date: 12/20/24

Seller:

THOMAS AND LORI RITTER; TRUSTEES OF THE RITTER FAMILY TRUST

Thomas P Ritter
Thomas Ritter

Date: 12/20/2024

Lori Ritter

Date: 12/20/24

[insert Exhibit A and Notary Acknowledgment]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land referred to in this report is situated in an unincorporated area known as Mariposa, the County, State of California, and is described as follows:

A TRACT OF LAND SITUATED IN A PORTION OF PROJECTED SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 15, 1994 AS DOCUMENT NO. 944827, MARIPOSA COUNTY OFFICIAL RECORDS, THENCE S.49° 16' 24" W., ALONG THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY FOR 326.82 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 175.00 FEET, TO SAID POINT A RADIAL LINE BEARS S.67° 23' 33" W; THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 47", AN ARC DISTANCE OF 23.91 FEET TO THE POINT OF TANGENCY; THENCE N.14° 46'40" W., FOR 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55° 40' 13", AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF TANGENCY; THENCE N.70° 26' 53" W., FOR 57.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF MARIPOSA BY ROAD DEED RECORDED December 8, 1954 IN VOLUME 48 OFFICIAL RECORDS AT PAGE 535. MARIPOSA COUNTY RECORDS, THENCE N.31° 31' 20" E., ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, FOR 72.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, THENCE N.62° 04' 19" E., ALONG THE NORTHWESTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 272.09 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE S.40° 15' 09" E., ALONG THE NORTHEASTERLY LINE OF SAID CERTAIN REAL PROPERTY, FOR 237.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY CONVEYED TO DAVID A. RADANOVICH AND HEIDI Y. RADANOVICH, TRUSTEES AND MARK A. RADANOVICH AND CHRISTINE D. RADANOVICH BY GRANT DEED RECORDED September 26, 2003 AS DOCUMENT NO. 2036913, MARIPOSA COUNTY OFFICIAL RECORDS, SAID CERTAIN REAL PROPERTY BEING DESCRIBED IN SAID GRANT DEED AS FOLLOWS:

THAT PORTION OF LOT 4 AS SHOWN ON THAT MAP OF MARI PLAZA, MAP NO. 2493, MARIPOSA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE N.69° 24' 31" E., ALONG THE NORTHERLY LINE OF SAID LOT 4, 154.11 FEET; THENCE S.05° 13' 29" E., 79.49 FEET; THENCE S.09° 32' 52" E., 190.10 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE N.40° 45' 00" W., ALONG SAID SOUTHWESTERLY LINE 280.40 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY,

SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE NORTHEASTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT OF LAND.

RESERVING THEREFROM, AS AN APPURTENANCE TO THE REMAINING LANDS OF THE GRANTOR, OR ANY PORTION THEREOF, AND TO ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO DAVID ANTHONY RADANOVICH AND HEIDI YVONNE RADANOVICH, TRUSTEES BY GRANT DEED RECORDED December 27, 2004 AS DOCUMENT NO. 2048031, MARIPOSA COUNTY OFFICIAL RECORDS, OR ANY PORTION THEREOF, A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES ON, OVER, ACROSS AND UNDER A STRIP OF LAND SITUATED IN A PORTION OF SAID CERTAIN REAL PROPERTY, SAID STRIP OF LAND HAVING A UNIFORM WIDTH OF 30.00 FEET, THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF THE HEREIN ABOVE-DESCRIBED TRACT OF LAND.

Assessor's Parcel No. 013-011-003

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Mariposa) ss.

On December 20, 2024, before me, Sophea Craighead, a Notary Public, personally appeared Shannon Hauser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sophea Craighead

SOPHEA CRAIGHEAD
Notary Public - California
Mariposa County
Commission # 2498943
My Comm. Expires Sep 2, 2028

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Mariposa }

On December 20, 2024 before me, Sophea Craighead, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lori Lynn Ritter and Thomas Patrick Ritter
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SOPHEA CRAIGHEAD
Notary Public - California
Mariposa County
Commission # 2498943
My Comm. Expires Sep 2, 2028

Signature Sophea Craighead
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

EXHIBIT E

Form of Grant Deed

Recording requested by, and when recorded please return to, and mail tax statements to: MARIPOSA COUNTY Board of Supervisors P.O. Box 784 Mariposa, CA 95338	

APNs: (Space above this line reserved for Recorder's use)

GRANT DEED

The undersigned grantor declares:

Documentary transfer tax is $ _____
☐ computed on full value or,
☐ computed on full value less liens and encumbrances

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011

hereby GRANTS to

THE COUNTY of MARIPOSA, a Political Subdivision of the State of California ("Grantee")

the following described real property in the County of Mariposa, State of California:

As shown on Exhibit A attached hereto and made a part of.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to: (i) a lien securing payment of real estate taxes and assessments; (ii) applicable zoning and use laws, ordinances, rules, and regulations of any municipality, township, county, state, or other governmental agency or authority; (iii) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to Grantee; and (iv) all covenants, conditions, easements, restrictions, liens, encumbrances, and other exceptions of record.

Grantor: **Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011**

_____

Thomas Ritter

Date: _____

_____

Lori Ritter

Date:_____

[insert Exhibit A and Notary Acknowledgment]

EXHIBIT F

*[*Disclosure Regarding Real Estate Agency Relationship*]*

CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 8/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ *County of Mariposa* Date 12/20/24

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ *eXp Realty of California* DRE Lic. # *01878277*
Real Estate Broker (Firm)

By _____ *Twiss Realty Group-Courtney Twiss* DRE Lic. # *01808727* Date _____
(Salesperson or Broker-Associate, if any)

EQUAL HOUSING OPPORTUNITY

EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: 2097690532 Fax: 8665712561 Ritter
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

EXHIBIT G

*[*Vacant Land Purchase Agreement and Joint Escrow Instructions, Buyer's Vacant Land Additional Inspection Advisory, Possible Representation of More than One Buyer of Seller, Fair Housing and Discrimination Advisory, Wire Fraud and Electronic Funds Transfer Advisory, California Consumer Privacy Act Advisory, Seller Payment(concession) for Buyer's Broker's Compensation.*]*

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 7/24)

Date Prepared: *September 24, 2024*

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** *County of Mariposa* ("Buyer").
   ☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☒ Other *Government Entity*.
   B. **THE PROPERTY** to be acquired is *5348 State Highway 49 N*, situated in *Mariposa* (City), _____ (County), California, *95338* (Zip Code), Assessor's Parcel No(s). *013-011-0030* ("Property").
   Further Described As _____.
   (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
   Seller's Brokerage Firm *EXP OF CALIFORNIA INC.* License Number *00872762*
   Is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (Dual Agent).
   Seller's Agent *Twiss Realty Group-Courtney Twiss* License Number *01808727*
   Is (check one): ☐ the Seller's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   Buyer's Brokerage Firm *eXp Realty of California* License Number *01878277*
   Is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (Dual Agent).
   Buyer's Agent *Twiss Realty Group-Courtney Twiss* License Number *01808727*
   Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ *335,580.00*	☒ All Cash
B		**Close Of Escrow (COE)**	☐ _____ Days after Acceptance OR ☒ on *08/31/2025* (date)	
C	40A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ *3,358.00* (*1.00* % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ **Increased Deposit** (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ _____ (date) OR ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Intended Use**	Investment OR ☐ _____	
F	5D	**Balance of Down Payment**	$ *332,222.00*	
		PURCHASE PRICE TOTAL	$ *335,580.00*	

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EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: 2097690532 Fax: 8665712561 Ritter
Courtney Twiss
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	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☐ $ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	**ADDITIONAL FINANCE TERMS:** _____			
G(3)	21	☒ **Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement** (C.A.R. Form SPBB attached).		
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I		**Intentionally Left Blank**		
J	19	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	26	**Assignment Request**	17 (or _____) Days after Acceptance	
L		**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or *180*) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ **Purchase of Manufactured Home** Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance ☐ Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. ☐ **CR-B attached**
L(4)	8D	☐ **Construction Loan Financing** A draw from the construction loan will not (or ☐ will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	**Investigation of Property**	17 (or *180*) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is **NOT** a contingency and does **NOT** create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance	
L(6)	8F	**Insurance**	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	**Common Interest Disclosures** Per Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	**Review of leased or liened items** (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
		Possession	**Time for Performance**	**Additional Terms**
M	3R	**Vacant Lot Delivery** ☐ Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except _____.
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	36	Evidence of representative authority	3 Days after Acceptance	

O	**Intentionally Left Blank**				
P	**Items Included and Excluded**				
P(1)	9	**Items Included - All items specified in Paragraph 9B are included and the following, if checked:** ☐ _____.	☐ _____.	☐ _____.	
P(2)	9	**Excluded Items:** ☐ _____;	☐ _____;	☐ _____;	
Q	**Allocation of Costs**				
	Para #	**Item Description**	**Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)**	**Additional Terms**	
Q(1)		Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ _____ _____ ☐ Provided by: **SnapNHD - The Industry Leader**	☐ Environmental ☐ Other _____	
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	☐ Buyer ☐ Seller ☐ Both _____		
Q(3)	10	Gov't Point of Sale Requirements Inspections and reports	☐ Buyer ☐ Seller ☐ Both _____		
Q(4)	22B	Escrow Fees	☐ Buyer ☐ Seller ☒ Both *50/50 split* ☐ Each to pay their own fees	Escrow Holder: *Inter-County Title* _____	
Q(5)	16	Owner's title insurance policy	☐ Buyer ☐ Seller ☒ Both *50/50 split*	Title Company (If different from Escrow Holder): *Inter-County Title*	
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.	
Q(7)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____		
Q(8)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____		
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller		
Q(10)		HOA certification fee	Buyer		
Q(11)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.	
Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____		
Q(13)		(A) _____ Reports (B) _____ Reports	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____		
Q(14)		(A) _____ fees/costs (B) _____ fees/costs	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____		
R	12	**Additional Tenancy Documents** ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate			
S	**OTHER TERMS:** _____ _____ _____				

4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)
   A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
      ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
      ☐ Residential Units Purchase Addendum (C.A.R. Form RU-PA)
      ☐ Other _____
   B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
      ☐ Addendum # _____ (C.A.R. Form ADM)
      ☐ Back Up Offer Addendum (C.A.R. Form BUO)
      ☐ Assumed Financing Addendum (C.A.R. Form AFA)
      ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
      ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
      ☐ Other _____
      ☐ Short Sale Addendum (C.A.R. Form SSA)
      ☐ Court Confirmation Addendum (C.A.R. Form CCA)
      ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
      ☐ Other _____

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C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**

[X] Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
[X] Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
[X] Wire Fraud Advisory (C.A.R. Form WFA) [X] Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
(Parties may also receive a privacy disclosure from their own Agent.)
[ ] Wildfire Disaster Advisory (C.A.R. Form WFDA) [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
[ ] Trust Advisory (C.A.R. Form TA) [ ] Short Sale Information and Advisory (C.A.R. Form SSIA)
[ ] REO Advisory (C.A.R. Form REO) [ ] Probate Advisory (C.A.R. Form PA)
[ ] Other _____ [ ] Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **DEPOSIT:**
      (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
      (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
      (3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**
   B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
   C. **LOAN(S):**
      (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in **paragraph 3E(1)**.
      (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
      (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
      (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
   D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
   E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
6. **ADDITIONAL FINANCING TERMS:**
   A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified **in paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
   B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
   C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
   A. **INTENDED USE:** Buyer intends to use the Property as indicated in **paragraph 3E(3)**. Intended use may impact available financing.
   B. **CONDITION OF PROPERTY ON CLOSING:** Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) **Fair Appraisal Act:** See **paragraph 33** for additional information.

C. **MANUFACTURED HOME PURCHASE:** If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. **CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. **INSURANCE:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

G. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

H. TITLE:

(1) This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

I. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(9)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").

J. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(10)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(10)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

K. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

L. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
(1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

M. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(11)**.

9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
B. **ITEMS INCLUDED IN SALE:**
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
(3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
(4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
(5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. **ALLOCATION OF COSTS**
A. **INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1), (2), (3),** and **(13)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.
B. **GOVERNMENT POINT OF SALE REQUIREMENTS:** Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. **SELLER DISCLOSURES:**
A. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
B. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

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C. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

F. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

G. **ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
(8) **LANDLOCKED:** The absence of legal or physical access to the Property.
(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
(15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
(16) **VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.**

H. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.

I. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

J. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

K. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. **TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
    A. **RENTAL/SERVICE AGREEMENTS: (i)** All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
    B. **INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
    C. **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
    D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
        (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
        (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
        (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
13. **CHANGES DURING ESCROW:**
    A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
    B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
        (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
14. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
15. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
    A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
    B. Buyer Investigations include, but are not limited to:
        (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
            (A) A general inspection.
            (B) An inspection for lead-based paint and other lead-based paint hazards.
            (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
            (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
            (E) Any other specific inspections of the physical condition of the land and improvements.
        (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
    C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
    D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.

E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKREES DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**

G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.

O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.

P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.

Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

16. **TITLE AND VESTING:**

A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 36.**

B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**

(1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.

(2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. **SELLER RIGHT TO CANCEL:**

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required **by paragraph 5B** or **6A**; **(iv)** Deliver a letter as required **by paragraph 6B**; **(v)** In writing assume or accept leases or liens specified in **paragraph 8J**; **(vi)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **37**; **(viii)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 36**; or **(ix)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. **BUYER RIGHT TO CANCEL:**

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 17G**, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. **EFFECT OF REMOVAL OF CONTINGENCIES:**
   (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
   (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
21. **BROKERS AND AGENTS:**
   A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40,** and **41.** If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 11,** or elsewhere in this Agreement.

C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.

D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 38A.**
26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
    I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.

K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or **(ii)** an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.

L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 40** or **paragraph 41.**

O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.

P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. **FAIR APPRAISAL ACT NOTICE:**

A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

36. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 40** and **41** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

37. **LIQUIDATED DAMAGES:**

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

38. MEDIATION:
   A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
   B. **ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D.**

39. ARBITRATION OF DISPUTES:
   A. **The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.**
   B. **EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.**
   C. **PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.**
   D. **AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.**
   E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

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40. OFFER

A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**
(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.
(4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
_____.

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **BUYER SIGNATURE(S):**

(Signature) By, _____ **Date:** _____
Printed name of BUYER: ***County of Mariposa***
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
(Signature) By, _____ **Date:** _____
Printed name of BUYER: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

41. ACCEPTANCE

A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.
Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.
Seller shall return and include the entire agreement with any response.
☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)
☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**
(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.
(4) A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
_____.

C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____
Printed name of SELLER: ***Thomas Ritter***
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
(Signature) By, _____ **Date:** _____
Printed name of SELLER: ***Lori Ritter***
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

Property Address: *5348 State Highway 49 N, Mariposa, CA 95338* Date: *September 24, 2024*

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm *eXp Realty of California* DRE Lic. # *01878277*
By *Twiss Realty Group-Courtney Twiss* DRE Lic. # *01808727* Date _____
By _____ DRE Lic. # _____ Date _____
Address *5036 Highway 140* City *Mariposa* State *CA* Zip *95338*
Email *courtney@twissrealty.com* Phone # *(209)769-0532*
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es): Email above or _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm *EXP OF CALIFORNIA INC.* DRE Lic. # *00872762*
By *Twiss Realty Group-Courtney Twiss* DRE Lic. # *01808727* Date _____
By _____ DRE Lic. # _____ Date _____
Address *5036 Highway 140* City *Mariposa* State *CA* Zip *95338*
Email *courtney@twissrealty.com* Phone # _____
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder has the following license number # _____
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: *5348 State Highway 49 N, Mariposa, CA 95338* ("Property").

A. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. **BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.

C. **SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. **YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**

1. **FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

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5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____
Thomas Ritter

SELLER _____ Date _____
Lori Ritter

BUYER _____ Date _____
County of Mariposa

BUYER _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ *Thomas Ritter* Date _____

Seller _____ *Lori Ritter* Date _____

Buyer _____ *County of Mariposa* Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm *eXp Realty of California* DRE Lic # *01878277*

By _____ DRE Lic # *01808727* Date _____

Twiss Realty Group-Courtney Twiss

Seller's Brokerage Firm *EXP OF CALIFORNIA INC.* DRE Lic # *00872762*

By _____ DRE Lic # *01808727* Date _____

Twiss Realty Group-Courtney Twiss

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EQUAL HOUSING OPPORTUNITY

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   B. Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***County of Mariposa*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Thomas Ritter*** Date _____

Seller/Housing Provider _____ ***Lori Ritter*** Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: *5348 State Highway 49 N, Mariposa, CA 95338* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant _____ *County of Mariposa* Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ *Thomas Ritter* Date _____

Seller/Landlord _____ *Lori Ritter* Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

County of Mariposa

Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PAYMENT (CONCESSION) FOR BUYER'S BROKER'S COMPENSATION

(C.A.R. Form SPBB, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated _____, ("Agreement") on property known as *5348 State Highway 49 N, Mariposa, CA 95338* ("Property") in which *County of Mariposa* is referred to as "Buyer", and *Thomas Ritter, Lori Ritter* is referred to as "Seller". and *eXp Realty of California* is referred to as "Buyer's Broker" and *EXP OF CALIFORNIA INC.* is referred to as "Seller's Broker."

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. **SELLER PAYMENT TO BUYER'S BROKER:**
   A. **AMOUNT:** Subject to **paragraph 1B** below, Seller agrees to pay Buyer's Broker *3.000* % of the purchase price AND, if any, _____ OR, if checked ☐ $ _____ out of the transaction proceeds.
   B. **MAXIMUM SELLER PAYMENT OBLIGATION:** Seller shall only be obligated to pay Buyer's Broker the lesser of: **(i)** the amount specified in **paragraph 1A**, or **(ii)** the amount Buyer is obligated to pay Buyer's Broker pursuant to their Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker. **If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.**
2. **BUYER REPRESENTATION REGARDING COMPENSATION:** Buyer represents that, as of the date signed by Buyer below, Buyer has a signed representation agreement with Buyer's Broker and the amount specified in **paragraph 1A** is no more than the amount Buyer is obligated to pay Buyer's Broker pursuant to that Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker.
3. **DELIVERY OF BUYER REPRESENTATION AGREEMENT:** Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller or Seller's Broker a copy of the portion of the Buyer Representation Agreement identifying the compensation Buyer has agreed to pay Buyer's Broker, such as the last page of C.A.R. Form BRBC.
4. **THIRD PARTY BENEFICIARY:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment (Concession) for Buyer's Broker's Compensation.

Buyer _____ *County of Mariposa* Date _____

Buyer _____ Date _____

Seller _____ *Thomas Ritter* Date _____

Seller _____ *Lori Ritter* Date _____

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FIRST AMENDMENT TO AGREEMENT FOR OPTION TO PURCHASE REAL PROPERTY

THIS FIRST AMENDMENT TO OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County or Buyer," and Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011 hereinafter referred to as "Seller."

WHEREAS, County and Buyer have heretofore entered into an Agreement dated December 20, 2024, wherein Seller agreed to enter into an option agreement for the sale of real property known as Assessor's Parcel No. 013-011-003; and

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

WHEREAS, County and Seller desire to amend said Agreement to change the compensation to be provided to Seller;

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 , 2025.

2. Paragraph 3, "COMPENSATION," is hereby amended in condensation of the extension to include a $5,000 non-refundable fee added to the original amount of $335,580.00, making the total compensation paid to the seller not to exceed the amount of $340,580.00

.

Except as herein amended, the Agreement dated December 20, 2024 shall remain in full force and effect.

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 18, 2025. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 18, 2025, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

Shannon Hanson, Director
Public Works and Transportation

SELLER: Thomas Ritter and Lori Ritter, Thomas Ritter and Lori Ritter, Trustees of the Ritter Family Trust, dated May 3, 2011
May 3, 2011

Thomas Ritter

Lori Ritter

APPROVED AS TO LEGAL FORM:

Walter W. Wall
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-268

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Chris Trindade, Unit Chief, Larry Pendarvis, Division Chief
RE:	Approve Opening of a 45-day Public Comment Period; Upon Closure of Public Comment Period, Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; and Authorize the Board of Supervisors Chair to Sign the Grant Agreements

RECOMMENDATION AND JUSTIFICATION

Approve Opening of a 45-day Public Comment Period; Upon Closure of Public Comment Period, Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; and Authorize the Board of Supervisors Chair to Sign the Grant Agreements.

The close of the required 45-day public comment period would end August 15, 2025. If no comments are received regarding the proposed projects below, County Fire will route the grant agreements. However, if comments are received, Fire will return to the Board for approval/denial pending Board review of said public comments.

Three projects have been proposed at this time:

1. $20,000 for Mariposa County Resource Conservation District for education and support of home hardening program. CWPP action item #8, #11

2. $10,000 for the Southwest Interface Team (SWIFT) coordinator cost share between Mariposa and Tuolumne Counties to continue development and acquisition of resources for fire breaks in the northern portion of the county; Resolution - Action Requested 2023-279 and CWPP (Community Wildfire Protection Plan) action item #14

3. $35,000 for Mariposa County Fire Safe Council for
    1. Wages associated with grant research, planning, writing, and submitting.
    2. Mileage for travel associated with grant planning, outreach, and meetings related to the process of developing project ideas.
    3. Repair and maintenance of a dedicated chipper for defensible space projects. These are directly tied to Mariposa County CWPP action item #8, #13.

These projects are consistent with our community wildfire protection plan and Title III criteria listed above and recommended for approval. 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.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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.

Title III funding allocations have been approved by the Board since the late 1990s.

In Mariposa County, Title III funds have been used to implement wildfire protection plans, including support for the Mariposa County Fire Safe Council, Mariposa County Resource Conservation District, and the Southwest Interface Team (SWIFT) project. However, other intended uses could also be for specific emergency services equipment training for firefighting, law enforcement, and search and rescue.

Any funds not obligated by September 30, 2024, must be returned to the Treasury of the United States. Before using Title III funds, the County must publish a proposal describing the proposed use of funds and soliciting public comment for a minimum of 45 days. The proposal must also be submitted to the Tuolumne and Mariposa Counties Resource Advisory Committee managed by the Stanislaus National Forest.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the allocation of Title III funds towards these proposed projects. Staff will not fund 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.

FINANCIAL IMPACT

SRS Title III funds are recognized as annual allocated federal revenue to be distributed per criteria. FY 25-26 budget recognized these anticipated revenues with current available for allocation as recommended above.

ATTACHMENTS

1. **2025 Title 3 (III) Agreement SWIFT _ LRM**
2. **2025 Contract-RCD**
3. **2025 Contract-Fire Safe Council SRS**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District V Supervisor Miles Menetrey
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

(Read this first before completing your Agreement)

INSTRUCTIONS FOR AGREEMENT TEMPLATE

GENERAL INSTRUCTIONS: When options are given, select the appropriate one and **delete the others**. If you have questions or want to alter provisions for a specific agreement, please contact the County Counsel's Office.

This is intended as a general use template. If the applicable funding, law, rule or regulation, or the services provided require additional contractual provisions, it should be added into the template.

Using this template will greatly speed up the review process. If changes are made to this template, please send a Word version with either tracked changes or highlights to the County Counsel's Office.

INTRODUCTORY PARAGRAPH: When contracting with a business or entity, please confirm the entity's legal name and type. For corporations, limited liability companies and limited partnerships, the California Secretary of State has a business search at https://bizfileonline.sos.ca.gov/search/business.

1. TERM

PROJECT OPTION: This option is for a specific task or tasks to be finished by a certain date. Often, this would apply to a project. This option will not include renewal language. If the work is not completed by the expiration date, an amendment will be necessary and must be completed prior to expiration of the agreement.

SERVICES OPTION: This option should be used for agreements where the scope of work is not tied to a specific project. Examples would include counseling services, general plan check services, etc.

2. SERVICES

Include a brief description of the services to be provided under the agreement. Exhibit A should include the scope of work**.**

3. COMPENSATION

PROJECT OPTION: If this is a project-based service agreement, choose this option and delete the other.

SERVICES OPTION: If this is a general services agreement, choose this option and delete the other.

INSTRUCTIONS FOR AGREEMENT TEMPLATE

4. INSURANCE

This is our standard language. If there is an exceptional circumstance, contact the County Counsel's Office.

Note: Worker's compensation insurance is not required if Contractor provides written verification it has no employees.

Note: Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional contractors, such as computer or software designers, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with the County Counsel's Office.

5. HOLD HARMLESS/INDEMNIFICATION

This is our standard language.

14. ENTIRE AGREEMENT AND MODIFICATION

For recordkeeping purposes, all notices of extension or modification, whether through amendment or consent, should be stored with the agreement.

16. TERMINATION AND RIGHTS UPON TERMINATION

The **ONLY FOR PROJECT** paragraph is only applicable to project-based services agreements. If the agreement is not for a project, this paragraph should be removed.

SIGNATURE BLOCK

Please choose the signature block that is applicable to the agreement.

OTHER

All exhibits must be attached to the agreement.

AGREEMENT FOR [INSERT BRIEF DESCRIPTION OF SERVICES]

THIS AGREEMENT ("Agreement") is made and entered into this _____, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Southwest Interface Team (SWIFT) hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2026 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Facilitation of Meetings and Actions for the SWIFT Member Agencies as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $10,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

employee of 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. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Lindsay Mattos
SWIFT Coordinator

COUNTY:
[INSERT CONTACT INFO, TITLE ONLY]

Tuolumne County Resource
Conservation District
PO Box 4394
81 N Washington St. Suite B
Sonora, CA 95370

County of Mariposa

[INSERT ADDRESS]
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
Larry Pendarvis County Fire Chief	Lindsay Mattos

County Fire Chief	Southwest Interface Team
ATTEST:	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

(Read this first before completing your Agreement)

INSTRUCTIONS FOR
AGREEMENT TEMPLATE
Exhibit A
SCOPE OF WORK

The Coordinator of the South West InterFace Team (SWIFT) functions to coordinate, organize, and interpret activities identified by the SWIFT team members. These activities enhance agency cooperation and stimulate project implementation actions. The Coordinator is a liaison to identify and track all member wildfire mitigation projects within the SWIFT area. The Coordinator supports planning, interpreting, and recommending of SWIFT activities. The primary coordinator activities are described as follows.

ACTIVITIES FOR 2025 SERVICES CONTRACT

STRATEGIC FIRE PROTECTION/PRE-FIRE PLANNING:

1. Maintain an active participation role in working towards the Southwest Interface Project objective in fire mitigation efforts within the SWIFT project area.
2. Meet with Team members, contractors, private individuals, other agency personnel, etc. to stimulate progress toward project objectives.
3. Stay informed of current events, research, and relevant information. Share learning opportunities with SWIFT members.

MEETINGS:

1. Schedule and facilitate monthly meetings (with remote link options).
2. Timely organization and distribution of meeting agenda and supporting documents.
3. Maintain an orderly written record of all meeting minutes and identified actions.
4. Provide pre-meeting reminders and information requests.
5. As requested by the Team, facilitate guest speakers.

REPORTS & BRIEFING:

1. Provide status updates to Tuolumne and Mariposa County designated departments.
2. Provide an annual report on SWIFT actions accomplishments and SWIFT-identified goals for the coming year.
3. Prepare and provide additional written materials and collaboration to support member agency requests (for example, grant letters of support for member agencies).

FILE & DOCUMENT MANAGEMENT:

1. Maintain orderly and current meeting minutes/agenda, maps, and other documents for SWIFT Members.
2. Maintain a current roster and contact information for all member participants.

SWIFT PRESENTATIONS & EVENTS:

1. Coordinate with community and agency partners for outreach and education opportunities.
2. Facilitate and schedule project tours for members, stakeholders and consultants as requested.
3. Organize event logistics such as needed equipment, supporting documentation, speaker communication, venue scheduling, field site conditions, etc.
4. Coordinates with Tuolumne and Mariposa County, Fire Safety Advisory Committees, Fire Safe Councils, Firewise communities, other agencies, etc. to maintain a high level of coordination and information flow.

INTERNAL AND EXTERNAL COMMUNICATIONS:

1. As requested by the Team provide internal information flow to the participating agencies on project status.
2. Present information about SWIFT projects and priorities to community groups, regional collaboratives, and other organizations.
3. Maintain current public-facing website.

FINANCIAL MANAGEMENT:

1. Maintain appropriate controls and accountability of any financing, materials, and support equipment assigned.
2. Maintain orderly records of activity and provide invoicing to Tuolumne and Mariposa Counties.

GEOSPATIAL INFORMATION MAPPING:

1. Coordination of GIS maps and data for SWIFT members.

AGREEMENT FOR WILDFIRE PREVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25 day of June, 2025, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and the Mariposa County Resource Conservation District, a special district of the State, ("District"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025, and terminate when grants are completed, or on June 30, 2026, whichever is sooner.

2. SERVICES

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

3. COMPENSATION

County shall provide District a sum not to exceed twenty thousand dollars ($20,000) to be used by District to implement a home hardening program, during the period from July 2, 2025 to June 30, 2026.

2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.

3. County will provide a lump sum payment with thirty (30) days of receipt of an approved invoice.

4. District shall provide an annual accounting or allow a representative of the County to conduct a review of financial records related to this Agreement.

4. INSURANCE

District 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 District, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per

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

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

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

If the District 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 District. 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 of with respect to liability caused in whole or in part by the work or operations performed by the District 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 District'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). The insurance afforded to such additional insured only applies to the extent permitted by law.

(2) Primary Coverage: For any claims related to this Agreement, to the extent caused by its breach of this Agreement, and/or its negligence or willful misconduct, the District'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 District'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: District hereby grant s to County a waiver of any right to subrogation which any insurer of said District may acquire against the County by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the District 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: District 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 District'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: District shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and District 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

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, agents, and volunteers from and against any liability, loss, expense, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent caused by its breach of this Agreement, and/or its negligence or willful misconduct.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that District 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 District or any employee or agent of District. Both parties acknowledge that District is not an employee for state or federal tax purposes. District shall retain the right to perform services for others during the term of this Agreement.

7. STATE AND FEDERAL TAXES

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

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

8. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the District 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 District 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 District shall be given to the persons representing the respective parties at the following addresses:

DISTRICT:
Mariposa County Resource
Conservation District
P.O. Box 2403
Mariposa, CA 95338
Phone: 209-966-0970

COUNTY:
County of Mariposa

Fire Department
P.O. Box 162
Mariposa, CA 95338
Phone: (209) 966-4330

10. COMPLIANCE

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

11. PUBLIC RECORDS ACT

District 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 District 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 District and the County Administrative Officer. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

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, District shall immediately be paid all fees earned as of the effective date of termination.

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

C. Should District 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 District. 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.

15. NO WAIVER

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

16. DISPUTES

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

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

17. CAPTIONS

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

18. NUMBER AND GENDER

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

19. MANDATORY AND PERMISSIVE

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

20. SUCCESSORS AND ASSIGNS

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

21. COUNTERPARTS

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

22. OTHER DOCUMENTS

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

23. CONTROLLING LAW

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

24. AUTHORITY

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

25. NEGOTIATED AGREEMENT

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

26. NO RELIANCE ON REPRESENTATIONS

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

27. WARRANTY

County has relied upon the professional ability and training of District as a material inducement to enter into this Agreement. District 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 District'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 District of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to District or to furnish any other considerations under this Agreement except for services rendered prior to such termination and District shall not be obligated to perform any provisions of this Agreement. District'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 District for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to District to reflect the reduced amount.

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

COUNTY OF MARIPOSA

Larry Pendarvis
County Fire Chief

ATTEST:

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT

David Mecchi
Board President

APPROVED AS TO FORM:

Walter Wall
County Counsel

Exhibit A
SCOPE OF WORK

This Agreement is supported by Federal Secure Rural Schools – Title III funds and is the result of a noticing process consistent with that program. Accordingly, District acknowledges an understanding of that program and that no actions will be taken which are inconsistent with the guidelines of the program or the public notice that has been given.

1) District will continue to implement a comprehensive Countywide program for hardening homes against wildfire.

District will provide a report on its activities and an accounting of how funds were utilized. District understands that SRS-Title III funds are subject to local and/or federal audit, and will cooperate with any such inquiry. The scope of any audit will be limited specifically to the use of the SRS-Title III funds in relation to the performance of this agreement.

AGREEMENT FOR WILDFIRE PREVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of June, 2025, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and the Mariposa Fire Safe Council, ("Council"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 01, 2025, and terminate when grants are completed, or on June 30, 2026, whichever is sooner.

2. SERVICES

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

3. COMPENSATION

County shall provide Council a sum not to exceed $18,000 as described in Exhibit A. Council will submit an invoice for the total up-front, and

The County shall pay Council a lump sum payment within thirty (30) days of receipt of an approved invoice.

Council will provide reporting for the expenditures as described in Exhibit A, "Scope of Work".

4. INSURANCE

Council 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 Council, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

If the Council 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 Council. 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 of with respect to liability caused in whole or in part by the work or operations performed by the Council 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 Council'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). The insurance afforded to such additional insured only applies to the extent permitted by law.

(2) Primary Coverage: For any claims related to this Agreement, to the extent caused by its breach of this Agreement, and/or its negligence or willful misconduct, the Council'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 Council'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: Council hereby grants to County a waiver of any right to subrogation which any insurer of said Council may acquire against the County by virtue of the payment of any loss under such insurance. Council agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Council 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: Council 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 Council'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: Council shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Council 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

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, agents, and volunteers from and against any liability, loss, expense, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent caused by its breach of this Agreement, and/or its negligence or willful misconduct.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Council 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 Council or any employee or agent of Council. Both parties acknowledge that Council is not an employee for state or federal tax purposes. Council shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEE RETIREMENT SYSTEM (CALPERS)

In the event that Council or any employee, agent, or subcontractor of Council 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, Council shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Council 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 Council is not County's employee, Council is responsible for paying all required state and federal taxes. In particular:

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

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Council 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 Council 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 Council shall be given to the persons representing the respective parties at the following addresses:

COUNCIL:
Mariposa Fire Safe Council, Inc.
P.O. Box 1182
Mariposa, CA 95338
Phone: 209-966-7700

COUNTY:
County of Mariposa
Fire Department
P.O. Box 162
Mariposa, CA 95338
Phone: (209) 966-4330

11. COMPLIANCE

Council shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Council's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Council 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

Council 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 Council 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 Council and the County Administrative Officer. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Council shall immediately be paid all fees earned as of the effective date of termination.

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

C. Should Council 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 Council. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

County has relied upon the professional ability and training of Council as a material inducement to enter into this Agreement. Council 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 Council'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 Council of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Council or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Council shall not be obligated to perform any provisions of this Agreement. Council'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 Council for services rendered prior to

such reduction or modification of the County budget, or offer an Agreement amendment to Council to reflect the reduced amount.

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

COUNTY OF MARIPOSA	MARIPOSA FIRE SAFE COUNCIL INC.
_____	_____
Larry Pendarvis County Fire Chief	Armando Rios Board Chair
ATTEST:	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
SCOPE OF WORK

This Agreement is supported by Federal Secure Rural Schools – Title III funds and is the result of a noticing process consistent with that program. Accordingly, Council acknowledges an understanding of that program and that no actions will be taken which are inconsistent with the guidelines of the program or the public notice that has been given.

1) Council will plan fuel removal projects, consulting and coordinating with fire agencies, land owners, partner organizations, and county departments as necessary

2) Council will write grants for the priority projects that will implement the goals of the Mariposa County Community Wildfire Protection Plan.

3) A not-to-exceed amount of $18,000 may be dedicated to these activities. Allowable expenses include wages and mileage for planning and grant writing, as well as wages for fiscal management of the granted funds.

Council will provide a report on its activities including how funds were utilized. Council understands that SRS-Title III funds are subject to local and/or federal audit, and will cooperate with any such inquiry. The scope of any audit will be limited specifically to the use of the SRS-Title III funds in relation to the performance of this agreement.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-270

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Dissolution of the Midpines Planning Advisory Committee; and Recognize the Service of Eileen Collins, Adam Ferguson, Gary Francisco, Angela Heiss, Heather Huppe, Charles Lammers, Caroline McGrath, Candy O'Donel-Browne, and Nancy Parke

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RECOMMENDATION AND JUSTIFICATION

Approve the Dissolution of the Midpines Planning Advisory Committee; and Recognize the Service of Eileen Collins, Adam Ferguson, Gary Francisco, Angela Heiss, Heather Huppe, Charles Lammers, Caroline McGrath, Candy O'Donel-Browne, and Nancy Parke

Thanks to the hard work and dedication of members of the Midpines Planning Advisory Committee (MPAC), the Midpines Community Plan has advanced. The MPAC recommended plan is currently undergoing a 90-day tribal consultation review period based on the tribal consultation list received from the Native American Heritage Commission as mandated by state law. The review period ends on July 15, 2025. Formal review and adoption of the document by the Planning Commission and Board of Supervisors is planned to occur in August-September 2025. Any recommended changes as a result of this review would be technical and therefore would be addressed by Planning Staff and would not require action by the MPAC. Members of the Midpines community will collaborate with Planning staff in the review of zoning standards to implement the Community Plan and provide a recommendation to the Planning Commission and Board of Supervisors prior to the formal adoption of the zoning standards in the future.

Given that members of the MPAC have completed the Community Plan and implementation of that Plan is the responsibility of the Planning Department, the members acknowledged that its purposes have been accomplished. After discussions during the last two meetings of the MPAC, the group voted to dissolve MPAC as a Board of Supervisors-appointed committee and reestablish themselves as a community group focused on specific Midpines projects and concerns with a structure and bylaws to be developed by the community members.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The MPAC was originally established under Resolution 2003-384, which was rescinded and replaced by Resolution 2010-159 (Attached). The purposes of the MPAC under that Resolution were to (1) prepare and recommend a Community Plan, (2) prepare applicable implementation regulations – such as zoning and design review – for the Plan to be adopted by the Board of Supervisors, and (3) make

recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The alternative would be to not approve or take no action and the MPAC would remain as a Board of Supervisors-appointed committee.

FINANCIAL IMPACT

If the Board of Supervisors takes action to dissolve MPAC then there would be a lower cost associated with staffing and providing resources to the committee.

ATTACHMENTS

1. Resolution 2010-159

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **DATE**: April 6, 2010 AGENDA ITEM NO. 10

DEPARTMENT: Planning

BY: Kris Schenk
PHONE: 742-1216

10-159

RECOMMENDED ACTION AND JUSTIFICATION: Rescind Resolution 2003-384 authorizing the Midpines Community/Planning Advisory Committee and adopt a new resolution for the Midpines Planning Advisory Committee. Most of the recommended changes in the resolution are minor; however, one change in the recommended resolution is substantive, and that is to reduce the number of committee members from eleven (11) to nine (9). Since its inception, the Midpines Planning Advisory Committee has had a difficult time filling the eleven member positions and having a quorum at committee meetings. The recommended change in positions will make it easier for the Midpines Planning Advisory Committee to conduct their business.

In addition, and in accordance with Section 2.50.100.G of the Mariposa County Code, the Planning Director is responsible for the preparation of draft by-laws for the review and approval of the planning advisory committees, with final approval of the by-laws by the Board of Supervisors. At their March 18, 2010 meeting, the Midpines Planning Advisory Committee recommended approval of the attached by-laws. They are being forwarded to the Board of Supervisors for final review and approval.

BACKGROUND AND CONTEXT OF BOARD ACTIONS: The Board of Supervisors adopted Resolution 2003-384 on October 21, 2003 relating to the Midpines Community Advisory Committee and at the same time adopted resolutions relating to Planning Advisory Committees for El Portal, Yosemite West, and Greeley Hill. The resolution you are being asked to consider removes outdated text relating to the draft general plan and changes name of the committee from the Midpines Community Advisory Committee to the Midpines Planning Advisory Committee. The most substantial change, however, is in the number of members required from eleven (11) to nine (9) due to the difficulty in filling those seats and having a quorum at committee meetings.

In addition, the Board of Supervisors approved the By-Laws for the Fish Camp Town Planning Advisory Council on March 6, 2007, and the By-Laws for the Wawona Town Planning Advisory Committee on December 12, 2006. The By-Laws you are being asked to consider for the Midpines Planning Advisory Committee are very similar to those approved for Fish Camp and Wawona. The differences include minor text editing and additions, and formatting modifications.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The Board of Supervisors could make modifications to the attached Resolution and By-Laws. If the Board does not approve the Resolution and By-Laws, they would be referred back to the Midpines Planning Advisory Committee for further review.

Financial Impact? ( ) Yes (X) No Current FY Cost: $ Annual Recurring Cost: $
Budgeted In Current FY? (X) Yes ( ) No ( ) Partially Funded

Amount in Budget:	$	
Additional Funding Needed:	$	
Source:		
Internal Transfer		
Unanticipated Revenue	4/5's vote	
Transfer Between Funds	4/5's vote	
Contingency	4/5's vote	
( ) General ( ) Other		

List Attachments, number pages consecutively
1. Recommended Resolution – Clean Copy
2. Recommended Resolution - With Text Changes
3. Recommended Midpines Planning Advisory Committee By-Laws
4. Section 2.50.100 of the Mariposa County Code

CLERK'S USE ONLY:
Res. No.: 10-159 Ord. No. _____

COUNTY ADMINISTRATIVE OFFICER:
✓ Requested Action Recommended

Revised Dec. 2002

Vote – Ayes: 5 Noes: _____
Absent: _____
( ) Approved
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of
the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

_____ No Opinion
Commen

CAO:

Revised Dec. 2002

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

BRAD ABORN	**DISTRICT I**
LYLE TURPIN	**DISTRICT II**
JANET BIBBY	**DISTRICT III**
KEVIN CANN	**DISTRICT IV**
JIM ALLEN	**DISTRICT V**

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: PLANNING

FROM: MARGIE WILLIAMS, Clerk of the Board

SUBJECT: Rescind Resolution 2003-384 and Adopt a Resolution Affirming and Re-Establishing the Midpines Planning Advisory Committee and Reducing the Number of Committee Members from 11 to 9; Approve the Midpines Planning Advisory Committee By-Laws

Res. 10-159

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on April 6, 2010

ACTION AND VOTE:

10 **4:38 p.m. Planning**
Rescind Resolution 2003-384 and Adopt a Resolution Affirming and Re-Establishing the Midpines Planning Advisory Committee and Reducing the Number of Committee Members from 11 to 9; Approve the Midpines Planning Advisory Committee By-Laws

BOARD ACTION: Discussion was held with Kris Schenk and Karen Peneschi, Assistant Planner, relative to the request. Karen Peneschi advised of comments received from the Midpines Planning Advisory Committee, especially pertaining to excused/unexcused absences. Supervisor Turpin asked that consideration be given of whether the federal lands should be included in the boundary area.

Input from the public was provided by the following:

Candy O'Donel-Browne provided input on the history of boundary issue, and she noted that the Forest Service land was included because land transfers were occurring; and they wanted to have the land included in case it transferred from Forest Service ownership. They used the ridge tops for their boundaries.

Supervisor Aborn noted that Don Fox was present earlier in the meeting and that he had some concerns with the recommendation. (M)Aborn, (S)Bibby, Res. 10-159 was adopted re-establishing the Midpines Planning Advisory Committee and approving the Committee by-laws/Ayes: Unanimous.

Cc: File

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

RESOLUTION NO. 2010-159

A RESOLUTION AFFIRMING COMPOSITION, AREAS OF RESPONSIBILITY, AND MISSION OF THE MIDPINES PLANNING ADVISORY COMMITTEE; AND RESCINDING PRIOR MIDPINES PLANNING ADVISORY COMMITTEE RESOLUTIONS

WHEREAS, the Mariposa Board of Supervisors appoints the Midpines Planning Advisory Committees to represent opinions, recommendations, and advice from the Midpines area in the County of Mariposa; and

WHEREAS, the Board of Supervisors established the Planning Advisory Committee for Midpines on October 21, 2003, pursuant to Resolution No. 2003-384; and

WHEREAS, in April, 2002, the Board of Supervisors enacted an amendment to Title 2 Mariposa County Code adding Section 2.50.100 Planning Advisory Committees; and

WHEREAS, Section 2.50.100 of the Mariposa County Code establishes the form, content, and operations of Planning Advisory Committees; and

WHEREAS, in December, 2006, the Board of Supervisors adopted a new Mariposa County General Plan; and

WHEREAS, the general plan establishes planning areas for which area plans are to be prepared, reviewed, and revised by an area's Planning Advisory Committee.

NOW BE IT THEREFORE RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby repeal all previous resolutions associated with the Midpines Planning Advisory Committee.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors does affirm and re-establish Midpines Planning Advisory Committee under the procedures and rules established in Mariposa County Code Section 2.50.100 as follows:

1. The Midpines Planning Advisory Committee is established to (1) prepare and recommend a Community Plan, (2) prepare applicable implementation regulations – such as zoning and design review – for the Plan to be adopted by the Board of Supervisors, and (3) make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.

2. The mission of the Midpines Planning Advisory Committee is to represent the views and interests of its Planning Area in a credible, conscientious, and fair manner.

3. The Committee shall be comprised of nine members, all of whom shall meet the criteria in Mariposa County Code Section 2.50.100.C.

4. The geographic boundaries of the Midpines Planning Area shall initially be as shown in Attachment A-1. The Committee may propose different boundaries in its recommendation of a Preliminary Plan. The Board of Supervisors shall establish final boundaries when it adopts the Midpines Plan.

5. The Committee shall use the by-laws for Planning Advisory Committees as adopted by the Board of Supervisors.

6. The Committee may, at its discretion, prepare an annual report which summarizes accomplishments and provides recommendations on development within the Midpines Planning Area to the Planning Commission and the Board of Supervisors.

ON MOTION BY Supervisor Aborn, seconded by Supervisor Bibby, this resolution duly passed and adopted this 6th day of April, 2010 by the following vote:

AYES:	ABORN, TURPIN, BIBBY, CANN, ALLEN
NOES:	NONE
ABSENT:	NONE
ABSTAIN:	NONE

Kevin Cann, Chair
Mariposa County Board of Supervisors

Attest:

Margie Williams
Clerk of the Board of Supervisors

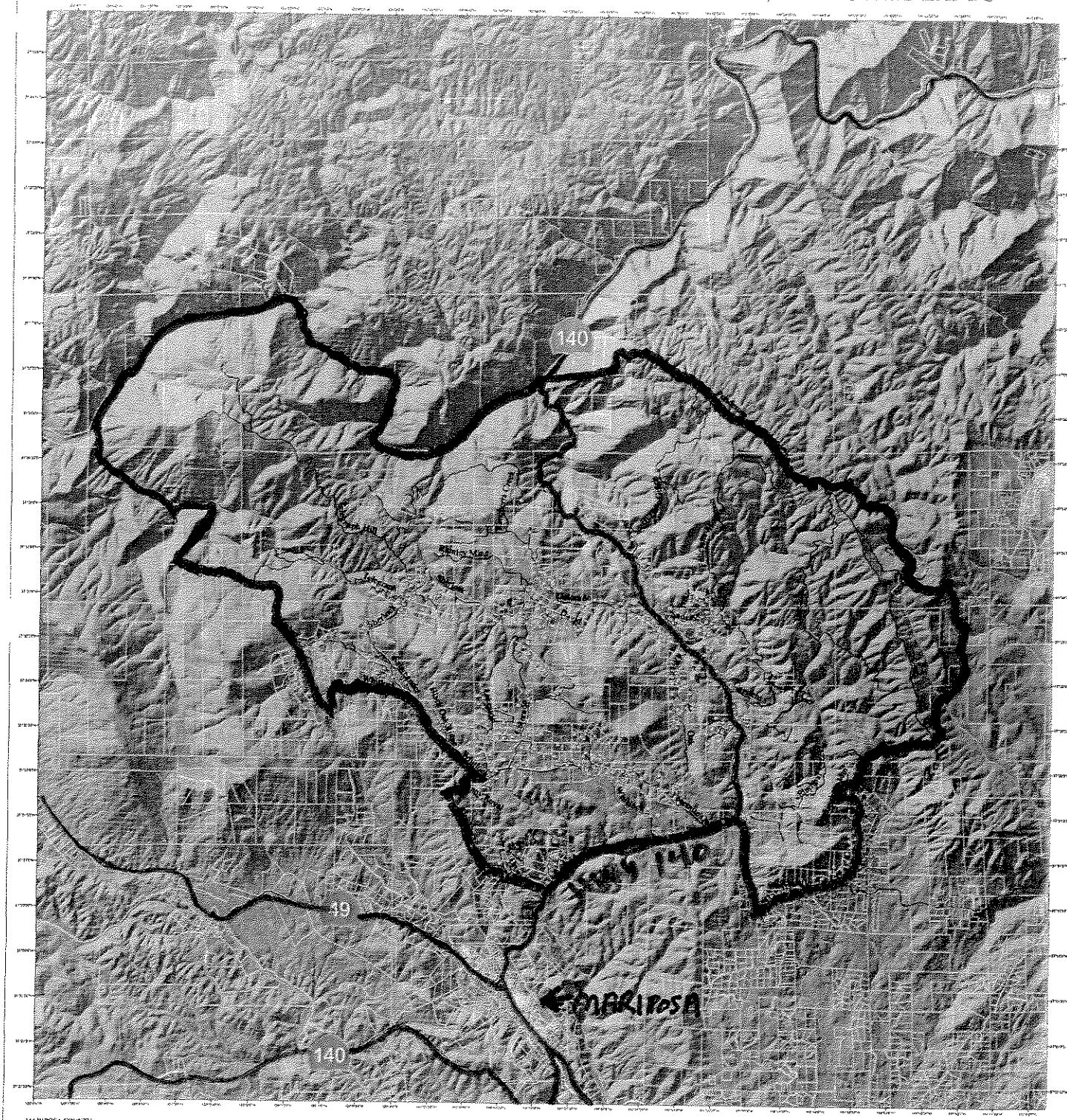
APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

ATTACHMENT A-1

MIDPINES BOUNDARY

WITH THE ASSESSOR PARCEL MAP, BUILDING LOCATIONS, AND PUBLIC LANDS





0 0.5 1 2 Miles

Map Date: February 2009
Data Source: Mariposa County Geographic Information System
Assessor Parcel Map Updated December 30, 2008
Midpines Boundary is as proposed by the Midpines Community Plan
Map created by EE Meriam, GIS Technician
Mariposa County Planning Department

- Structures lost during the 2008 Telegraph Fire
- Structures located within Midpines Boundary
- Structures located 1/4 mile or less from Midpines Boundary
- Midpines Boundary
- Assessor Parcel Map
- Parcels that are Public Domain/Sites
- Rivers
- Roads

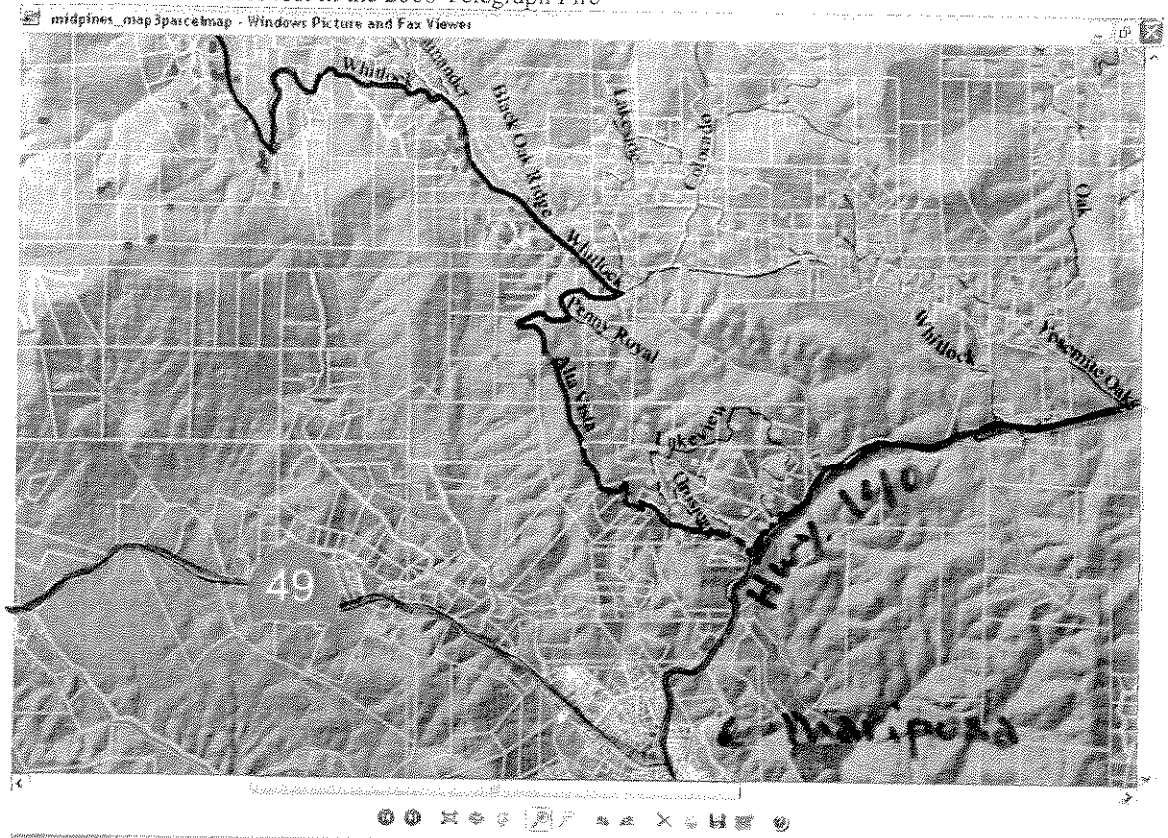
Mariposa County Planning Department
PO BOX 2039
5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

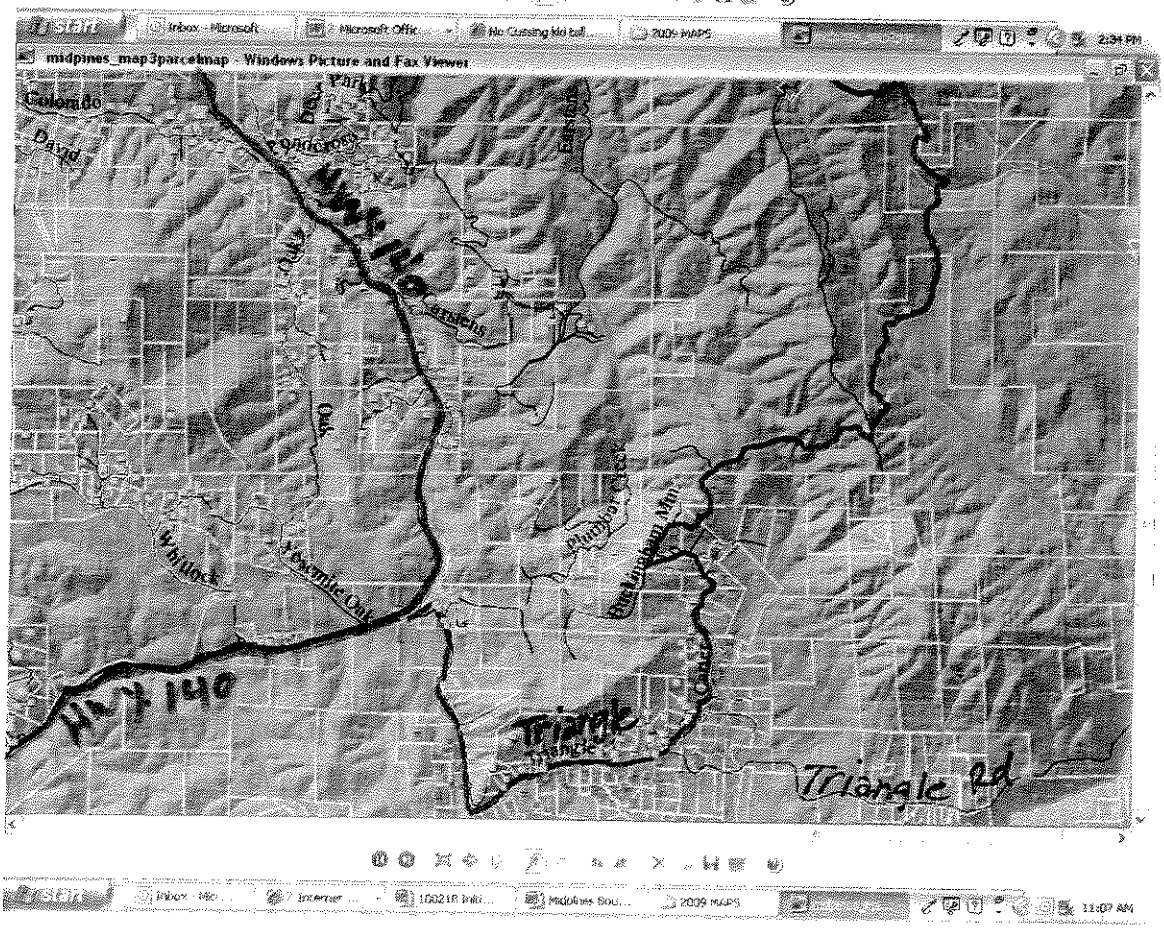
Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

ATTACHMENT A-1

Details of Midpines Boundary Map

Yellow boxes = Structures located within Midpines boundary
Orange boxes = Structures located ¼ mile or less from Midpines boundary
Red boxes = Structures lost in the 2008 Telegraph Fire





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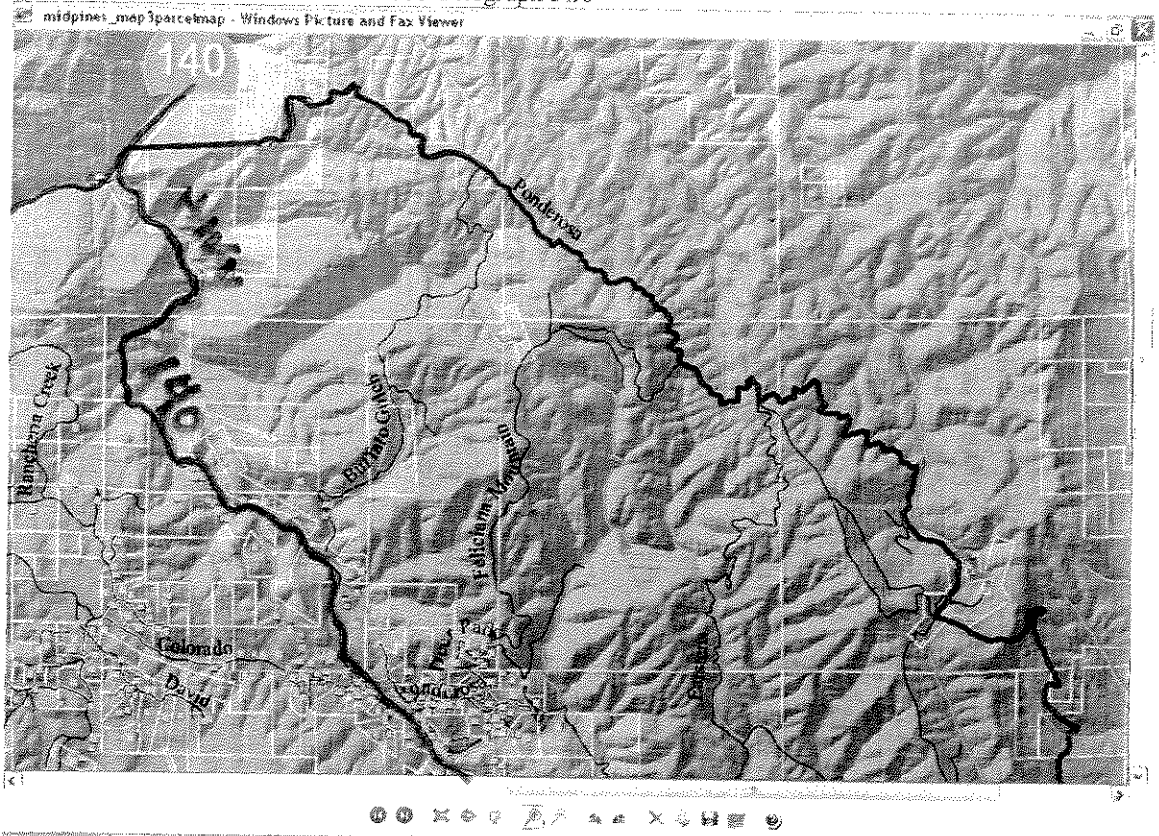

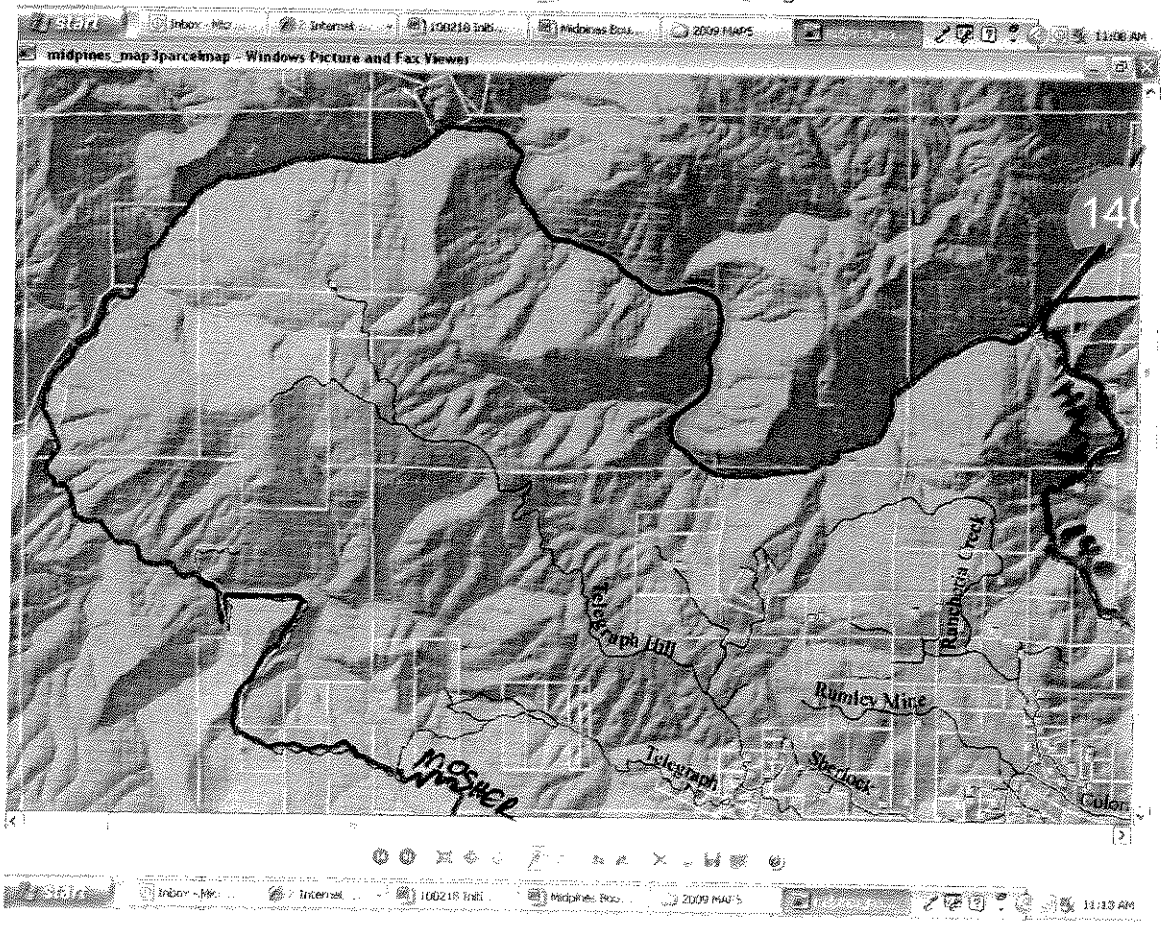

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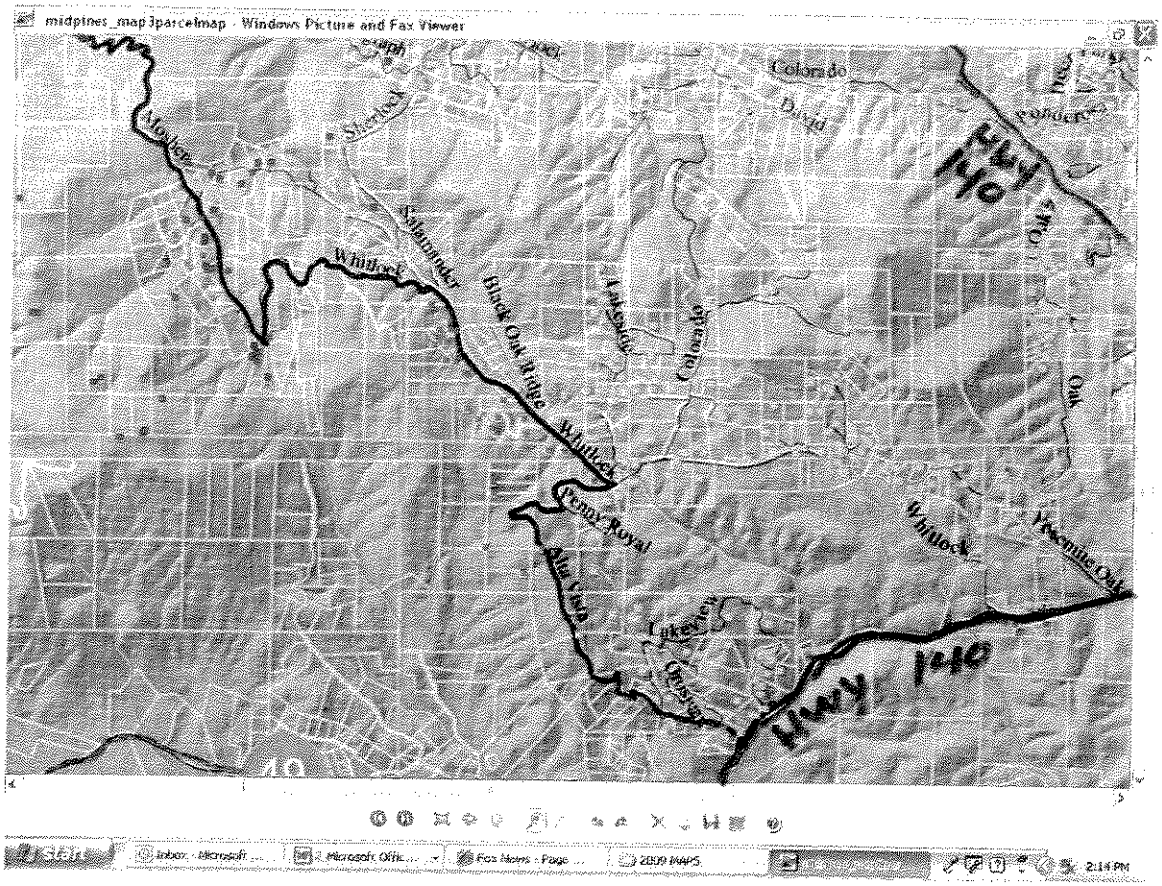

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2025-1199

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Waive the Second Reading and Adopt an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties"

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties".

This amendment adds a situation recently brought to light that was overlooked during the last ordinance amendment.

Occasionally, our elected officials vacate their offices before their term ends. Before the strong CAO model, the Board under Resolution 2020-619 had a procedure to appoint an individual to fill the unexpired term, and the Board oversaw that appointed individual. While the process to fill a vacancy under Resolution 2020-619 would remain, this amendment adds a section C, which gives oversight of the "appointed" elected individual to the CAO, until the citizens of Mariposa County either elect an individual to fill the remaining term, or they elect a new incumbent to the office.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 3rd, 2024, with ORD-1193, the Board approved an amendment to codify the updated job description, changing the County Administrative Officer (CAO) from a weak CAO to a strong CAO. The amendment also codifies the designated departments the CAO will oversee.

2024-458: The Board approved the new job description for the CAO.

After the Guidehouse study, the Board directed staff to move towards a strong CAO model with the Board retaining the hiring and firing rights.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the current ordinance will continue to stand. Ordinances are our local laws, so the CAO must follow the duties in the code versus the newest job description.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CAO Ord Change - AMEND - redline**
2. **070125 - Summary of Proposed Amendment - County Administrative Officer - Second Reading**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2.92.040 OF THE MARIPOSA COUNTY CODE TITLED "ADMINISTRATIVE POWERS AND DUTIES" OF THE COUNTY ADMINISTRATIVE OFFICER

WHEREAS, the Board of Supervisors desires to adopt a strong county administrative officer model to ensure continuity amongst departments and clarify the current role; and

WHEREAS, the purpose of this ordinance is to reflect the strong county administrative officer model; and

WHEREAS, the absence of a strong county administrative officer has led to a lack of clarity and direction, an inability to align departments with organizational goals, operational inefficiencies, delayed decision-making, and legal and compliance risks.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 2.92.040 titled "Administrative Powers and Duties", shall be amended to read in its entirety as follows:

2.92.040 Administrative Powers and Duties.

The County Administrative Officer shall be responsible to the Board of Supervisors for those specifically assigned activities concerning the administration of county offices, departments, and special districts under the jurisdiction of the board of supervisors.

(B) If designated by the Board, specific activities may include but not be limited to the following:

1. Plans, organizes, and directs the daily operations of County government and works as a liaison between the board of supervisors and departments led by appointed and elected officials, ensuring smooth governance and communication.
2. Attends Board meetings to understand policies and receive assignments; advises the Board on administrative practices.
3. Assists with emergency planning and response activities, ensuring the County's preparedness for crises and its ability to respond effectively to emergencies.
4. Makes oral and written presentations to the board and other public/private groups; provides information to the news media and the public regarding County operations.
5. Recommends appointments, disciplinary actions, and dismissals of appointed department heads, subject to board of supervisors' approval.
6. Reviews budget proposals and revenue projections to prepare the annual budget.
7. Directs department heads in preparing budgets and oversees the financial operations of departments under appointed officials. This includes setting expenditure controls and ensuring fiscal compliance with County objectives.
8. Accounts for budget variances; develops budget instructions and procedures with finance and auditor's office; reviews and comments on funding requests and staffing levels; monitors expenditures for compliance.
9. Studies and proposes improvements and simplifications to systems and procedures.
10. Conducts research in administrative practices and recommends efficiency improvements to the board.

11. Settles and reject general liability and workers' compensation claims up to an amount authorized by the board of supervisors; may also accept liability claim settlements in favor of the County within the limits set by the board.
12. Represents the board with other governmental agencies; serves as the board's legislative liaison at local, state, and federal levels, participating in advocacy and community programs.
13. Implements legislative advocacy programs; analyzes and recommends responses to proposed legislation and administrative regulations; participates in lobbying with oral and written testimony.
14. Prepares and administers long-term capital improvement plans, including financing strategies.
15. Directs the purchasing of property, equipment, and supplies.
16. Works with county counsel to negotiate and/or supervise the negotiation of contractual agreements; administers and enforces agreements.
17. Directs the establishment and enforcement of personnel policies.
18. Directs, develops, evaluates, and disciplines designated department heads and staff; implements training programs to enhance capabilities and improve service delivery; resolves staff problems, concerns, complaints, and grievances.
19. Develops and implements strategic plans to achieve the County's long-term objectives.
20. Facilitates effective communication between the board, County departments, and the public.
21. Engages with community leaders and stakeholders to gather input and foster relationships.
22. Ensures County operations comply with all applicable laws, regulations, and standards.
23. Establishes performance metrics and monitors departmental performance to ensure goals are met.
24. Promotes the use of technology and innovative practices to enhance County services and operations.
25. Investigates and resolves complaints and concerns regarding County programs and services; acts as liaison with cities, other counties, and regional, state, and federal agencies.
26. Performs special assignments for the board as directed.

(A) The departments and/or divisions the county administrative officer will have direct oversight over and recommend to the board of supervisors the appointment, termination, discipline, contract termination, etc. are:

1. Agricultural Commissioner
2. Planning
3. Building
4. Public Works
5. Health and Human Services
6. Library
7. County Fire

8. Child Support; and
9. University Co-operative Extension

(B) The county administrative officer will act as a support and liaison to the following elected officials:

1. Assessor/Recorder
2. Auditor
3. County Clerk/Tax Collector/Treasurer
4. Chief Probation Officer (appointed by the superior court judge)
5. District Attorney
6. Sheriff-Corner-Public Administrator

~~6.~~ (C) If an elected official vacates their office before the end of their elected term, the Board of Supervisors will appoint a qualified individual to fill the remaining, or partial term through an approved application process. Once appointed, this individual will report directly to the county administrative officer, who will have oversight authority and the ability to recommend discipline or termination of the appointed individual to the Board of Supervisors, as needed. Once an individual is elected by the citizens of Mariposa County, this provision no longer applies.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this day of by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

~~**MILES MENETREY**~~**ROSEMARIE SMALLCOMBE**,
Chair
Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

~~**STEVEN W. DAHLEM**~~**WALTER W. WALL**
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING
TITLE 2.92 OF MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, July 1st, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider the adoption of an ordinance to amend Chapter 92.040, to Title 2 of the Mariposa County Code (the Ordinance Amendment) is to update the "Administrative Powers and Duties" of the County Administrative Officer to add language regarding appointed elected officials. The addition adds section C as follows:

> ***(C) If an elected official vacates their office before the end of their elected term, the Board of Supervisors will appoint a qualified individual to fill the remaining, or partial term through an approved application process. Once appointed, this individual will report directly to the county administrative officer, who will have oversight authority and the ability to recommend discipline or termination of the appointed individual to the Board of Supervisors, as needed. Once an individual is elected by the citizens of Mariposa County, this provision no longer applies.***

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-271

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Amendments to the Mariposa County Ergonomics Program Policy

---

RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Existing Mariposa County Ergonomics Program Policy

The amendments to the current Ergonomic Program Policy address a variety of existing issues, such as past employees referenced by name, clean up of text, duration prior to evaluation, and training as it relates to the ergonomics program. By removing the reference to the previous ergonomics program officer by name, it prevents regular revisions to the policy every time there is a change in that position. In addition to cleaning up text and removing individual references, the recommended changes include changing the currently required evaluation after 14 days from the employee's start date to an evaluation when requested after 6 months from the start date. New to this policy is the required training, which will be administered in an online format and assigned by the ergonomics program officer at the time that an evaluation is requested. Any employee requesting an ergonomic evaluation will complete a General office ergonomics training, which should stand to inform employees of risks associated with office settings, such as, repetitive motion injuries (RMI)'s and some methods to prevent and avoid such injuries and risks.

The intention of the recommended changes is to improve the efficiency and effectiveness of the program. Since the program was started, workers' compensation injuries related to repetitive motion injuries have declined significantly, if not altogether, yet the expenses and time spent on the program remain the same. Currently, the program takes up a fair amount of staff time in addition to the incurred expenses of purchasing new equipment. Increasing the length of time before an evaluation is conducted will enable new staff to fully settle into their new job so that they better understand what their primary function will be and what that looks like on a day-to-day basis, while preserving the time of those involved with the program by avoiding evaluations of employees who are not yet in th know as to what they will be doing. Also entailed in the increased duration, the changes propose that an evaluation is not mandatory for staff to complete if they do not wish to do so, which allows staff the freedom to decide whether they need it or not after 6 months. The new training component will properly explain to staff the risk associated with working in an office setting and provide insightful information as it relates to preventing and mitigating RMI's in the workplace. The training will be a regular part of every evaluation and can be completed by the requesting employee at any time, as it is a self-paced online course.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Adopted 7/6/2021 Resolution 2021-399
Amended 9/20/2022 Resolution 2022-530
Amended 3/7/2023 Resolution 2023-124

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the program will continue as is.

FINANCIAL IMPACT

No Impact on General Fund. Possible Reduction in General Liability expenses.

ATTACHMENTS

1. POLICY- Ergonomics Program - red line version

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

ERGONOMICS PROGRAM

EXECUTIVE SUMMARY

The Program is meant to identify and minimize musculoskeletal disorders and repetitive motion injuries that have the potential to arise in the course of employment with the County of Mariposa. ~~The Ergonomics Program Officer is Rhonda Scherf.~~

Specific responsibilities are set forth in the Program in the following categories:

- County of Mariposa (as an organization)
- Ergonomics Program Officer
- Administration
- Employees

The Program is comprised of seven elements:

- Training
- Surveillance
- Evaluation
- Control Strategies
- Follow-up
- Communication
- Documentation
- Equipment Purchasing

~~All County of Mariposa employees are expected to participate in the Ergonomics Program. Failure to do so may result in injury and/or illness, lost time from work, reduced morale and quality of work, and/or disciplinary action in accordance with County policies.~~

PURPOSE

The purpose of this program is to identify repetitive motion and other ergonomics hazards at County of Mariposa and implement risk reduction methods to minimize the occurrence of such injuries and help improve the quality of life in Mariposa County through the efficient delivery of outstanding public services.

Adopted 7/6/21 with Res. 2021-399
Amended 9/20/22 with Res. 2022-530
Amended 3/7/23 with Res. 2023-124

SCOPE

The Ergonomics Program applies to all employees of County of Mariposa, including permanent, ~~regular~~ part-time, ~~and~~ full-time ~~employees~~, and contract employees who are under the County of Mariposa's direct control and supervision.

RISK OF NON-COMPLIANCE

Failure to follow this program may result in increased injury or illness to employees, resulting in ~~long-term~~long-term or permanent changes to the employees' safety and health.

DEFINITIONS

Ergonomics: The study of the relationship between people, their work, and their physical work environment. The major goal of ergonomics is to fit the job to the individual and promote healthy and safe work practices.

Risk Factors: Poor workplace designs can present stressors called risk factors. These risk factors may include:

- **Repetition –** the number of motions or movements that are performed per cycle/shift.
- **Force** – the power of the muscles used to produce motion in order to perform necessary activities such as lifting, grasping, pinching, pushing, etc.
- **Extreme Postures** – when muscles are required to work at a level near or at their maximum capacity.

Musculoskeletal Disorder (MSD): An injury or illness of the soft tissues of the upper extremity, shoulders and neck, lower back, and lower extremity that is primarily caused or exacerbated by workplace risk factors, such as sustained and repeated exertions or awkward postures and manipulations. (Examples include: tendonitis, epicondylitis, rotator cuff syndrome, low-back pain.)

Repetitive Motion Injury (RMI): Also known as repetitive stress injuries, an RMI is a type of stress injury that results from repetitive motions such as frequent bending or sustained awkward positioning performed over extended periods of time without allowing for sufficient rest. Examples of RMI are Carpal Tunnel Syndrome, Bursitis, lower back pain, etc. ~~medical conditions resulting from repeated use of a body part~~.

ERGONOMICS PROGRAM OFFICER

~~Rhonda Scherf serves as the~~ The Ergonomics Program Officer ~~and~~ administers the responsibilities outlined within this program as applicable. ~~The Program Officer can be reached at (209) 742-1233.~~

ORGANIZATIONAL RESPONSIBILITIES

1. County of Mariposa

- Set an expectation for compliance with the program.
- Allocate appropriate resources to implement and execute the program.
- Ensure operating and business needs integrate the requirements of the program.
- Integrate ergonomics principles into new or changed work designs, programs, specifications, and standards for equipment and work tasks.

2. Ergonomics Program Officer

- Coordinates the development, implementation, and maintenance of the Ergonomics Program in accordance with the County of Mariposa Injury and Illness Prevention Program.
- Fields requests ~~for~~ and conducts ergonomic evaluations.
- Involves management in ergonomic evaluations and development of control strategies.
- Promotes a pro-active approach and encourages employee notification of discomfort to ensure risk factors are identified and minimized before an injury occurs.
- Monitors reports of employee injury and illness to ensure risk factors are identified and minimized.
- ~~Upon diagnosis of a repetitive motion injury, conducts an ergonomic evaluation, ensures corrective action is taken, and arranges refresher training for all employees who perform the same or similar work activities that led to the injury.~~
- Maintains documentation of training, evaluation results, and control strategies implemented.
- Tracks and communicates regulatory requirements for ergonomics.
- Updates the written Ergonomics Program as needed; reviewed at least annually.

3. County of Mariposa Administration

- ~~Incorporate employee participation and support of the Ergonomics Program into annual performance review.~~
- Encourage employees to recognize and report possible RMI symptoms for early intervention.
- Recognize workplace conditions, work behaviors, and tasks that increase an employee's risk of developing RMIs.
- Initiate and participate in ergonomic evaluations and control strategy development with employees.

- Implement ergonomics principles into work designs, programs, specifications, and standards for equipment and work tasks.
- Ensure implementation of feasible control strategies to eliminate or minimize RMI risk factors, including modifications to work procedures and/or pace.

4. County of Mariposa Employees

- Complete required training by the established deadline.
- Use available resources to learn the causes of RMIs and methods of prevention.
- Take personal responsibility for identifying RMI risk factors, communicating this information with supervisors, and applying control strategies to prevent RMIs.
- Communicate ergonomics concerns to supervisor or Ergonomics Program Officer.
- Participate in the evaluation of the work area for potential risk factors and in development and implementation of control strategies.
- Correctly use the control strategies provided to reduce potential risk factors.
- Promptly report any discomfort or pain associated with a work task or operation to supervisor or Ergonomics Program Officer.

PROGRAM ELEMENTS

1. Training

Employees will be provided training in general office ergonomics as a part of every requested ergonomic evaluation. Training will consist of: ~~as part of the New Employee Orientation required for all new hires and substitutes that includes an explanation of~~:

- Reviewing The County of Mariposa Ergonomics Program
- Online General Office Ergonomics course
- Risk factors associated with RMIs
- Symptoms and consequences of RMIs
- The importance of promptly reporting symptoms and injuries
- Methods and best practices to avoid RMI's in the workplace. ~~Methods used by County of Mariposa to minimize RMIs~~

Training will be administered online and assigned by the Ergonomics Program Officer at the time of the request.

2. Monitoring

Gather information to determine the scope and characteristics of RMI exposures in the workplace. Indicators may include a review of:

- Reports of occupational injuries/illnesses
- Incident investigations
- Hazard assessments

- Employee reports of discomfort, fatigue, or difficulties performing tasks

3. Evaluation

An ~~formal~~ ergonomic evaluation will be conducted when requested after 6 months of employment. ~~after 6 months of employment and when requested~~., permanent ~~employees are evaluated as requested.~~ ~~within 14 days of a new employee's date of hire~~. Evaluations include:

- ~~Employee R~~reports of discomfort or pain.~~any concerns with the workstation~~
- Description of ~~and amount of~~ time spent on different work activities, ~~and~~ job tasks, and employees' work and break schedule.
- Description of current workstation configuration.~~set-up~~
- Evaluation of body positioning and current usage of present equipment. ~~Any changes made to existing equipment during the evaluation~~
- Suggestions as they relate to work habits, body positioning, Use of office equipment, and location of office equipment ~~Summary of discussions regarding work habits/body mechanics changes~~
- Recommendations for ~~-~~workstation corrections and additions (if needed)

~~Evaluations may also be conducted at any time upon employee request.~~

4. Control Strategies

The development and implementation of control strategies include engineering controls, administrative controls and/or personal protective equipment. More than one strategy may be feasible for minimizing risk factors.

- Engineering Controls minimize risk factor exposure through appropriate design of the workplace and equipment. Examples of engineering controls include adjusting workstations, tables, chairs, and equipment; appropriate selection and use of equipment and tools, modifying the design and layout of work areas, equipment, and tools; changing the way tools and materials are stored, handled, used, and transported. Engineering Controls will be sought out as a first means of controlling risk.
- Administrative Controls minimize risk factor exposure through appropriate work practices. Examples of administrative controls may include training; developing specific work programs and practices; reducing time spent on a particular work task; adjusting work pace, tasks, or schedule; rotating tasks among several employees; varying job content, programs, or schedule to offset risk factors.
- Personal Protective Equipment (PPE) minimizes risk factors by providing a barrier between the employee and the risk factor. Examples of PPE include padding, gloves, or safety glasses. PPE shall not be used as a substitute for feasible engineering or administrative controls. Back belts, splints, or braces are NOT considered PPE and should only be used as prescribed by a licensed physician.

5. Follow-up

Conduct and document follow-up evaluations to determine the effectiveness of implemented controls. If control strategies are found to be ineffective during the follow-up evaluation, then different alternatives should be considered to address risk factors.

6. Communication

Share best practices and ergonomic improvements with management for review and possible system-wide implementation. This may include:

- Indicators of program effectiveness (e.g. reduction in number of illnesses, improved productivity)
- Ergonomics improvements

7. Documentation

Maintain documentation to meet the requirements of this program and Cal/OSHA regulations including:

- Training content
- Employee name and job title
- Instructor's name
- Date of training
- Ergonomics evaluations
- Control strategies implemented and date of implementation
- Follow-up evaluations and control changes

8. Equipment Purchasing

The Ergonomics Program Officer will facilitate the purchasing of recommended ergonomic equipment arising out of workstation evaluations in accordance with budgets and the approved ergonomic equipment list.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5110	https://www.dir.ca.gov/Title8/5110.html

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-272

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Revision to the Purchasing Policy in Compliance with the Updated California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid Limitations

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RECOMMENDATION AND JUSTIFICATION

Approve the Revision to the Purchasing Policy in Compliance with the Updated California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid Limitations.

The proposed revisions address the need to update the tables found in sections "E. Purchasing Authority Delegated to Purchasing Agents" and "F. Procurement methods". Every 5 years, the California Uniform Cost Accounting Commission reviews the informal bid limits for inflation and other factors to determine whether adjustments should be made. The proposed revisions to the purchasing policy remove the numeric values that would require an update whenever adjustments are made, and replace them with language directing the reader to the state controller's website for the most up-to-date CUPCCAA informal bid limitations.

Rather than replacing the existing figures with the new limitations, the proposed revision to the purchasing policy states: "The current informal bid limitations, as determined by the California Uniform Construction Accounting Commission, can be found on the State Controller's website at http://www.sco.ca.gov/ard_cuccac.html." Knowing that limitation figures will inevitably be adjusted, this language will avoid the need to update the purchasing policy whenever CUPCCAA makes adjustments to the values.

Current County Purchasing Policy Sections
Section E. under 'Delegated Procurement Authority' explains:
"CUPCCAA Public Works Projects under the Authority of Public. Con. Code § 22034:
Purchasing Agent =<$200,000
Assistant Purchasing Agent =< $200,000

Section F. Procurement Methods:
CUPCCAA Public Works Projects
- No Bid required =<$60,000
- Informal Bids=< $200,000
- Formal Bids >$200,000

CUPCCAA New Informal Bid Limitations

Effective 01/01/2025: Projects costing $75,000 or less to be performed by employees of a public agency by force account, by negotiated contract, or by purchase order.

Projects costing up to $220,000 are to be contracted by informal bidding procedures; projects costing over $220,000 are subject to the formal bidding process.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2022-462: Rescind Resolutions 1987-222, 1998-130, 1988-046, 1990-448, 1993-489, 1989-159, and Adopted a Comprehensive Purchasing Policy.
2023-642: Approved Amendments to the County Purchasing Policy

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the revisions; Conflict with CUPCCAA informal bid limitations, potentially prolonging the initiation of necessary construction projects. Due to the rising cost of projects, what is achieved through informal bids may be restricted.

Amend and Approve; Changes to the proposed language could be made prior to approval.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Purchasing Policy 2023-642 - Current**
2. **Purchasing Policy - Proposed**
3. **Red Line Version Purchasing Policy 2023-642 -**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-642

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the County Purchasing Policy

RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the County Purchasing Policy.

This proposed amendment addresses three substantive issues. First, it amends the purchasing thresholds and change order authority for certain Public Works projects to comply with Public Contracting Code Sections 20131, 20142, and 20394. Second, it clarifies the informal purchasing authority for construction contracts with a not-to-exceed total cost of $200,000. Finally, it adds safety equipment (not including equipment required for first responders) to the list of special commodities requiring approval from risk management for purchase. These actions update County procedures to be more efficient and effective. Staff recommends approval of this item.

The current purchasing policy allows public work construction or repair projects valued at or below $6,500 to be contracted without a formal bid process. Pursuant to Public Contracting Code Section 20394, the proposed amendment clarifies that road construction or repair projects may be contracted without a formal bid process when the project value is up to $25,000. Likewise, the dollar amount permitted for change orders is amended pursuant to Public Contracting Code Section 20142, which specifies a limit of $5,000 for contracts up to $50,000 in value; 10% for contracts from $50,000 - $250,000; or $25,000 plus 5% of the original contract amount for costs above $250,000, not to exceed $210,000.

Informal construction contracts may be entered through a verbal commitment or a sales quote. These contracts are followed by formal legal agreements approved by the Board of Supervisors. The proposed amendments include authorization for the county administrative officer, as the County's purchasing agent, and/or the public works director to enter informal construction contracts up to $200,000 and execute the formal agreements later approved by the Board of Supervisors. This will allow the County and its contractors to move more quickly, particularly during local emergencies, while continuing to maintain Board oversight of budgets and operations.

Finally, not all equipment that advertises itself as safety equipment is valid for meeting the safety objectives laid out by the risk management division of the county counsel's office. Requiring staff to get approval from risk management prior to purchasing safety equipment ensures we are buying equipment that is safe, that we are taking advantage of bulk purchasing, and that funds that may be leveraged for risk management purposes are used effectively. This provision does not include bullet-proof vests, self-contained breathing apparatuses, or any other equipment required by first responders

to ensure the safety of our community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In August 2022, the Board approved a significant update to the County's purchasing policy. This item is a further update and clarification of that policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The County's purchasing policy will continue to conflict state code, initiating construction projects may not be as responsive as desired, and some safety equipment purchases may not align with County safety objectives.

Amend and approve. Changes to what is proposed could be made prior to approval.

Request information. Staff could be requested to bring the proposal back at a future meeting with more information for the Board. Staff will need direction on what information is desired.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **Mariposa County Purchasing Policy**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County

Purchasing Policy – October 2023

A. PURPOSE

This policy articulates the authority of County officers and employees (collectively, "employees") in the procurement process. It establishes the County's principles, procedures, and ethical standards for procurement that all employees must follow to effectively and efficiently procure goods and services.

B. APPLICABILITY

This policy is applicable to all County employees involved in the procurement process. The procurement process includes:

1. The conducting of, or participation in, an informal or formal competitive solicitation process where required by this policy

2. The negotiation, contracting and/or purchasing of goods, supplies and/or services

3. The use of a County purchasing card ("Cal card"), travel card/program or fuel card

4. The development or approval of specifications and standards to be used for procuring goods, supplies and/or services

5. The preparing or approving of sole-source or single-source justifications

6. The identification and auction, sale or other disposal of surplus County property

7. The negotiation, contracting, and approval of rents or leases for personal property

8. The negotiation, contracting, and approval of purchasing, renting or leasing real property

This policy shall be implemented in a manner consistent with all applicable Federal, State and local laws, regulations, ordinances and agreements. In the event an applicable Federal, State and/or local law, regulation, ordinance, or agreement (including, but not limited to, grant agreements) is more restrictive than this policy, the more restrictive provision shall be followed.

C. PRINCIPLES OF PROCUREMENT

The County Administrative Officer serves, ex-officio, as the purchasing agent for the County. Each County department head serves, ex-officio, as a assistant purchasing agent with respect to the services, supplies and equipment for his or her department as contained in the approved budget. The purchasing agent and assistant purchasing agents are collectively and individually directed to implement the following procurement principles in their departments and the County at large:

1. Ensure that County elected officials and authorized employees make sound purchasing decisions and have access to meaningful information about the procurement process to fulfill operational needs.

2. Ensure the County obtains quality goods and services at the best economic value using competitive solicitation processes where feasible.

3. Ensure that all purchases are made within the budgets approved by the Board of Supervisors.

4. Use data analytics and electronic commerce, when available, to make intelligent procurement decisions and efficiently administer procurement processes.

5. Collaboratively leverage the purchasing power of the entire organization to achieve economies of scale ("volume pricing") and/or enhance quality, selection and service associated with products and services.

6. Incorporate performance metrics, where possible, to measure the efficiency, effectiveness, equity and outcomes of procurement activity.

7. Practice sustainable purchasing through a preference for recyclable materials or materials that contain recycled post-consumer materials provided such products are sufficient in performance, reasonably available, and cost effective. To the extent feasible and practicable, efforts should be made to avoid unnecessary waste generation, extend product life and reusability, utilize double-sided printing, avoid excessive packaging, and encourage contractors to do the same.

D. CODE OF ETHICS FOR PROCUREMENT

Employees shall seek to inspire public confidence in the integrity of the County procurement process through open, honest and transparent actions, including:

1. Employees shall serve the interests of the County and no other person, preference, organization, or bias.

2. Employees shall discharge all duties impartially to ensure fair competitive access to procurement processes.

3. Employees shall not solicit, demand, accept or agree to accept a gratuity, offer of employment, or other personal advantage in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

4. County employees shall not participate directly or indirectly in a procurement when the employee becomes aware of the possibility that:

    a. The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;

    b. A business or organization in which the employee, or any member of the employee's immediate family (which includes spouse, siblings, parents and/or children), has a financial interest pertaining to the procurement; or

    c. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

    Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction and notify their immediate supervisor. County Counsel should be consulted for an opinion whenever there is an appearance of conflict.

5. County employees shall treat current and/or potential contractors, suppliers and vendors in a courteous and professional manner.

6. County employees involved in the decision to place County property of any kind in surplus status shall not purchase, or make an offer to purchase, the same property through sealed bid, auction, or any other manner. Nor shall they request that the purchase be made on their behalf by a member of the employee's immediate family, or by another person or persons.

E. PURCHASING AUTHORITY DELEGATED TO PURCHASING AGENTS

All authority to procure goods and services rests with the Board of Supervisors. Pursuant to section 25500 et seq. of California Government Code and section 3.08 of the Mariposa County Code, the County Administrative Officer has been established, ex-officio, as the purchasing agent for the County. Department heads have likewise been established, ex-officio, as assistant purchasing agents with responsibility for his or her specific department. In these roles, the purchasing agent and assistant purchasing agents are responsible for:

1. Procurement of goods, supplies, materials, equipment and contractual services required by the County;

2. Review and approval of rents and leases for goods, supplies, materials, equipment, and contractual services required by the County;

3. Lease of real property as required by the County, subject to approval by the Board of Supervisors where required by state law or County ordinance;

4. Sale, lease, storage, donation, or disposal of any personal property belonging to the County that is no longer required for public use;

5. Development, maintenance, dissemination and enforcement of County purchasing policies and procedures consistent with law and other resolutions and directions of the Board of Supervisors;

6. Performance of the aforementioned services on behalf of special districts, and/or other governmental units in the County, when requested to do so.

The Board of Supervisors delegates authority to make purchases (including, but not limited to, executing agreements subject to approval as to form by county counsel) up to the maximum amount specified in state law and cited below. Procurement activities in excess of the authority of the purchasing agent require approval from the Board of Supervisors.

	DELEGATED PROCUREMENT AUTHORITY		
Procurement Activity Type	**Authority**	**Purchasing Agent**	**Assistant Purchasing Agt**
Goods and Supplies	Govt. Code §25501	Within approved budget	Within approved budget
General Services	Govt. Code §25502.3	=< $60,000[A]	=< $20,000[A]
Special Services	Govt. Code §31000	=< $60,000[A]	=< $20,000[A]
Revenue Generating Contracts		=< $60,000	=< $20,000
Contracts: Time Extensions Only		Max Contract Term – 5 years	Max Contract Term – 5 years

Contracts: Non-cost changes[B]		No limit	No limit
Contracts: Assignments[C]		No limit	No limit
Contracts: Early termination[D]		=< $60,000	=< $20,000
Declared Emergency Maximum	Govt. Code §25502.7	=< $250,000	=< $100,000
Trade-In allowances	Govt. Code §25503	< $10,000	< $10,000
Sale of real property	Govt. Code §25526.5	=< $25,000	Purchasing agent only
Public works without bids	Pub. Con. Code § 20131, 20394	=< $6,500 =< $25,000 (Road Work)	=< $6,500 =< $25,000 (Road Work)
Public Works max amount of change orders	Pub. Con. Code § 20142	$5,000 for contracts up to $50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed $210,000	$5,000 for contracts up to $50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed $210,000
CUPCCAA Public Works Projects[E]	Pub. Con. Code § 22034	=< $200,000	=< $200,000

Note A – Maximum amount is the aggregate fiscal year amount committed to that contractor countywide.

Note B – Non-cost changes must be generally consistent with the original approved scope of the contract

Note C – Assignments are the transfer of a contract or purchase order from one vendor to another due to a merger, acquisition, or other similar reason

Note D – Contracts entered by the Board of Supervisors cannot be terminated unless the Board specifically delegates such authority.

Note E – CUPCCAA is the acronym for the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.)

The purchasing agent and assistant purchasing agents may authorize staff to process procurement of goods and services on behalf of their respective department(s). Each is ultimately responsible for purchasing decisions of those they have authorized.

The director of Health and Human Services Agency may award and execute contracts to procure residential 24/7 care services and services from institutions for mental disease using the Special Services purchasing authority delegated to the purchasing agent. Pooled contracting may also be used for these services; Board approval is required for the aggregated pool of agreements.

In a declared emergency, the director of Public Works and Transportation may award and execute contracts for emergency infrastructure (primarily road) repairs using the Declared Emergency Maximum purchasing authority delegated to the purchasing agent.

The County Administrative Officer and director of Public Works and Transportation, individually, are authorized to execute and administer informal construction contracts where the total construction cost, including all change orders, does not exceed $200,000. The County Administrative Officer and/or director of Public Works and Transportation shall execute construction contracts approved by the Board of Supervisors in order to administer the agreement, pursuant to the terms of that agreement, approve requests for additional time, and issue final approval or acceptance of a contracted project.

The Treasurer/Tax Collector/Clerk, acting as the County Elections Official, may incur all budgeted expenses necessary in the preparation for and conduct of an election, pursuant to Elections Code sections 13001 and 14100.

The purchasing agent and assistant purchasing agents shall notify the board of supervisors of all executed contracts in a monthly informational item on the board agenda. Notification shall include the person(s) and/or organization(s) with whom the County has contracted, the service being provided, and the dollar amount of said contract. The purchasing agent and assistant purchasing agents shall keep the Board apprised of any other relevant details that could have an effect on County operations, public services and/or public perception.

F. PROCUREMENT METHODS

The Board of Supervisors requires competitive solicitations to be conducted whenever reasonably possible. Competitive solicitation includes obtaining bids, proposals, qualifications, informal quotes or other pricing and related information from vendors prior to making a purchasing decision and awarding the contract and/or purchase order to the party that is the most responsive and responsible in their ability to meet the needs of the County. Competitive solicitations must be conducted in a fair and objective manner and result in a purchase order that is supported by relevant quotes, terms, warrantees, and any other relevant documentation. The type of solicitation required is based on the estimated value of the item or service to be procured as follows:

COMPETITIVE SOLICITATION REQUIREMENTS	
Solicitation Type	**Estimated Amount**
Goods, Supplies and Services	
No solicitation required	< $3,000
Informal solicitation, two quotes	$3,000 - $9,999
Informal solicitation, three or more quotes	$10,000 - $60,000
Formal solicitation	> $60,000
CUPCCA Public Works Projects	
No bids required	=< $60,000
Informal bids	=< $200,000
Formal bids	> $200,000

For CUPCCA Public Works projects, threshold amounts are inclusive of administrative overhead and lower thresholds may apply if the project relies on federal funds.

Competitive solicitations come in two forms: informal and formal solicitations. Informal solicitations are generally reserved for non-complex solicitations where the description of the goods or services to be purchased

can be stated clearly. The informality of the process allows the solicitations to be requested and received by telephone, fax, email, paper quote or printouts from prospective vendors. Quotes for goods or services valued at or above three thousand dollars ($3,000) must also be documented by the department managing the procurement. Award of the purchase order or contract can usually be decided based objectively on price alone without any consideration of other evaluation criteria.

Formal solicitations are used to solicit goods or services that require a more detailed description and explanation by publishing a document to which vendors may respond as prescribed. These solicitations are always in writing and include a complete set of specifications as well as a detailed set of requirements that must be met to participate in the solicitation. A formal solicitation is active or left open for a specific time period (not less than ten business days) and has a definite closing date and time. All formal solicitations require final approval from the Board of Supervisors for any resulting agreements. Approved formal solicitations for use in County purchasing are as follows:

a. **Requests for Information (RFI)** are used to obtain information from potential vendors about goods, supplies and services. RFIs are commonly used to better understand the market, and/or prepare for a complex Request for Proposals. An RFI cannot make any award or promise of award to vendors submitting a response.
b. **Request for Qualifications (RFQ)** are used to procure technical special services such as architectural and engineering services. The RFQ can be used to make multiple awards to build a roster of providers. The RFQ must be reviewed by County Counsel prior to its release. The award is generally made based on the knowledge, quality and skill set of the applicant, as well as proposed cost.
c. **Request for Proposals (RFP)** are generally used to procure general or special services. RFPs can also be used for procuring a solution that is a mix of goods, supplies and services. The RFP must be reviewed by County Counsel prior to its release. Vendors' response to the RFP must be scored based on objective evaluation criteria. The evaluation criteria must be based on the quality of the proposal and the bid price. A review committee of no less than three people shall evaluate and score the quality of the proposal. The evaluation and scoring of the bid price is performed independently of the quality evaluation. The proposal with the lowest cost bid will generally receive the highest score for the evaluation of the bid price.

When competitive solicitation is not feasible or not required, employees can procure goods, supplies and services through the methods listed below.

1. *Small Purchases:* Purchases of goods and supplies (not services) that cost less than $3,000 should be paid with a purchasing card ("Cal Card") whenever possible. These purchases can also be paid via claim or purchase order. Services are procured using a purchase order or a contract regardless of the cost.

2. *Contracts:* A contract is a written document between parties with binding legal force, usually exchanging goods or services for money or other consideration. The term "contract" and "agreement" are synonymous. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. The term "contract" includes memoranda of understanding ("MOU").

   The purchasing agent and assistant purchasing agents may enter contracts for a term of three years or less

with no more than two additional one-year extensions. The purchasing agent and assistant purchasing agents may amend existing contracts within established purchasing authority. Original and existing contracts that cumulatively exceed established purchasing authority or a term of five years must be approved by the Board of Supervisors. All contracts must be reviewed and approved as to form by County Counsel.

Four specific types of contracts or agreements are authorized:

a. **Professional Services** agreements are required for procurement of all services. In selecting and contracting for professional services, the Board of Supervisors shall use demonstrated competence and qualifications for the types of services to be performed, in conjunction with assurances of fair and reasonable prices, as the basis for selection. Most often, the lowest responsive and responsible bidder should be selected.
b. **Cooperative agreements** are used when two or more governmental entities pool their commodity and/or service requirements to purchase aggregated quantities of goods, supplies and/or services. The County may utilize a cooperative agreement if the competitive solicitation process that preceded the agreement is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The use of any Cooperative Agreement in lieu of a competitive bid process is subject to the purchasing agent's approval.
c. **Piggyback agreements** are used when a governmental entity extends the pricing and terms of a contract to another governmental entity. The entity with the contract must have language in their contract or competitive solicitation that allows the terms of the contract to be extended to other entities. The County may piggyback or "ride" another governmental entity's contract if the contract's competitive solicitation process is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The County may allow other governmental entities to ride the County's contract if it is in the County's best interest. The use of any piggyback agreement in lieu of a competitive bid process or to allow other governmental entities to use the County's contract is subject to the purchasing agent's approval.
d. **Memoranda of Understanding (MOUs)** are formal agreements between two or more parties to establish an official partnership. MOUs may or may not involve an exchange of goods or services for compensation. The purchasing agent and assistant purchasing agent may approve MOUs that do not involve compensation or when compensation is within established purchasing authority. The Board must approve all MOUs with other local, state, and/or federal government entities.

3. *Non-competitive Purchases:* Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single source procurement is when multiple vendors could supply the good or service but one vendor is selected over the others for substantial reasons. Sole source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

   Purchases of services require a completed W-9 on file in the auditor's office along with other required documentation outlined in the contract. Purchases that exceed approved budgets are not authorized, regardless of the purchasing authority of the approver.

G. SPECIAL COMMODITIES

Special commodities are goods, supplies and services that are exempt from the procurement authority delegated to departments. These items require additional review and concurrent approval by other County departments as indicated below.

SPECIAL COMMODITY APPROVAL	
SPECIAL COMMODITY	**APPROVING DEPARTMENT OR DIVISION**
Cellular equipment	Administration - Technical Services
Computers	Administration - Technical Services
Computer software	Administration - Technical Services
Construction	Public Works
Facility Repairs, Remodels, or Improvements	Public Works – Facilities
Leases/rents for equipment	Administration
Safety Equipment (non-public safety)	County Counsel – Risk Management
Telecommunications equipment	Administration – Technical Services
Vehicles (inclusive of tractors, trailers, and heavy equipment)	Public Works - Fleet

H. ITEMS EXEMPT FROM THE COMPETITIVE SOLICITATION PROCESS

Exempt goods, supplies, and services are items where competitive solicitation is impractical. The following items can be obtained without conducting a competitive solicitation process:

1. Utilities
2. Advertising
3. Insurance
4. Courier services such as UPS or FedEx
5. Memberships
6. Training, seminars, or classes and related travel expenses for County employees
7. Certain expenses related to civil or criminal litigation, legal counsel with the approval of County Counsel, or confidential employment-related investigations such as attorney services, legal materials, investigators, and other related experts
8. Works of art for public places or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers
9. Certain expenses where the cost of the item or service is set by state or federal law
10. Purchases made from other federal, state or local governmental entities, provided such purchases are for rent of the entity's facilities or reimbursement for services directly provided by the entity
11. Goods, supplies, and/or services needed by the County pending a bid award, contract renewal or bid protest action and a contractor agrees to provide such goods, supplies, and/or services at the same contract price as a previous award, or at revised price that reflects changes in applicable governmental indexes since the beginning of the current contract period, until a new contract has been awarded. Such interim period contracts shall not normally exceed 180 days, or until resolution of a bidder's protest
12. When the purchasing agent determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business or is needed to avoid impairment of County

functions or services

13. When the purchasing agent determines that it is in the best interest of the County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense

I. NOTICING

All solicitations for bids must be noticed on the County website for a minimum of five (5) working days. Additional notice for the acquisition of particular goods or services may be required by state code.

Solicitation of bids for construction projects are required to be advertised in a local newspaper of general circulation for at least two weeks, pursuant to California Public Contracting Code 20125-20126 and 20150.6-20150.8, except in emergency situations (PCC §20134).

J. PROTESTS

The purchasing agent shall be responsible for the review and disposition of any protest of a competitive solicitation. A vendor may request a review of the solicitation requirements and specifications provided that the request is received by the purchasing agent within the period when questions are to be received. When no date is specified for questions, a request must be received prior to the date when all bids are due.

A non-selected vendor can file a protest of the Notice of Intent to Award no later than 4:00 PM Pacific Time five business days after the date the notice is posted; or when a Notice of Intent is not filed, within five (5) business days of board approval of the contract. Only those vendors that submitted a bid are eligible to protest the Notice of Intent to Award. All protests shall be delivered by the vendor in writing by mail, and/or electronic mail to both the purchasing agent and the department issuing the competitive solicitation. The protest must include specific facts, circumstances, reasons and/or basis for the protest. Protests received after the time specified are untimely and shall be denied on that basis.

A non-selected vendor can also submit a Public Records Act request to view all proposals submitted, scores assigned (if available), and the negotiated contract.

The purchasing agent will evaluate the protest and issue a written decision within 30 business days of confirmed receipt. The purchasing agent's decision is final.

K. PREFERENTIAL PURCHASING PROGRAMS

In determining the lowest responsive and responsible bidder, and when clearly disclosed in noticing for a competitive solicitation process, the purchasing agent and assistant purchasing agents may provide a preference for the following:

1. Award of a contract to a local, independently owned small business for construction, procurement of goods, or the delivery of services where responsibility and quality are equal (Pub Con Code section 2002). A local business preference:
    a. may not exceed five percent (5%) of the lowest responsible bid;
    b. does not apply when precluded by the requirements of a grant or state or federal regulation; and
    c. may only be supported with local funds.

2. Award of a contract to a business or organization that practices waste reduction and environmentally responsible practices where responsibility, quality and price are equal.

L. EMERGENCY PROCUREMENT

The Board of Supervisors recognizes that certain purchases are necessitated by unforeseen emergency conditions. Emergency purchases are limited to those immediately necessary for protection from substantial hazard to life or property, or when there is an immediate need to mitigate a serious service interruption. Failure to plan or effectively manage resources; conditions where dispensing with the bidding process would be convenient, expeditious, or in the County's interests; and perceived urgency with little or no threat to life, safety, or essential services do not constitute an emergency for purposes of this policy.

Assistant purchasing agents may authorize an emergency procurement to address an immediate department need as described in this section. In the event of a local emergency proclamation, the purchasing agent and assistant purchasing agents shall follow informal bidding procedures to the extent necessary and feasible under emergency circumstances. The purchasing agent may waive the requirement to use the lowest cost vendor depending on the availability to receive the requested goods, supplies, and/or services. Further waiver, modification or suspension of this policy is subject to the approval of the Board of Supervisors as prescribed in Public Contract Code section 22050.

In the event of a proclaimed state emergency or declared federal emergency, all procurement actions shall be pursuant to applicable state and/or federal policies and procedures. Every emergency purchase shall be promptly reported to the purchasing agent in writing with the facts constituting the emergency.

M. STANDARDIZED PURCHASES

The County endeavors to procure high-volume, recurring disposable goods (such as office supplies) through annual (blanket) contracted purchasing agreements whenever possible. An annual purchase order is an agreement to purchase items at a specific price during a defined time, with delivery dates to be determined by each purchase. An annual purchase order will be issued to a vendor, through the competitive bid process, allowing for repetitive purchases of goods by authorized personnel for the specified time not to exceed twelve months.

To achieve maximum efficiency and effectiveness, the purchasing agent may establish and chair a Procurement Standards Committee as needed to review County spending patterns and establish standards concerning the type, design, quality or brand of a specific article or group of related items or services purchased by the County. Adopting standardized purchases based on a spend analysis allows the County to establish or maintain uniformity in appearance and/or quality and/or achieve cost savings through volume pricing.

N. SURPLUS

County personal property that is no longer useable or required by the department is considered surplus. The purchasing agent and assistant purchasing agents, or their designee(s), are responsible for determining whether the property can be (in priority order):

1. Transferred to another department
2. Exchanged or traded for a newer or upgraded version of a similar product (such as a vehicle)
3. Placed for sale or auction with appropriate notice on the Public Surplus website.
4. Placed for sale or auction with appropriate notice through another medium.
5. Donated to another governmental entity or a non-profit organization, if the value is equal to or less than $10,000
6. Recommended to the Board of Supervisors for donation to another governmental entity or a non-profit organization when the value is greater than $10,000
7. Disposed of by way of recycling or waste

Sale or auction of surplus property requires noticing the public at the courthouse and on the County website. Unless restricted by provisions of a grant or state or federal regulation, proceeds from surplus property sales shall be paid into the County treasury for the use of the County. When the property is exchanged or traded in its value shall be secured on behalf of the County.

O. ACCOUNTABILITY AND VIOLATIONS

All County employees involved in the procurement process are accountable to the public for the effective and efficient spending of public funds. The following mechanisms help to provide assurance of this accountability.

1. Department heads are responsible for establishing a departmental process to ensure that the quality and quantity of the received goods, supplies and/or services meet expectations and conform with the specifications, terms and conditions in the applicable contract or purchase order. Departments shall keep complete records showing the date of delivery, quantity delivered or services performed and any discrepancies. Quality and performance testing of commodities and equipment is the responsibility of the receiving department. Departments are responsible for reporting all discrepancies immediately to the vendor, take appropriate action, and maintain a record of the default.
2. Departments shall record the vendor's performance. If the vendor's performance falls below expectations, the utilizing department shall notify the vendor and insist on a corrective action plan or other appropriate remedial steps until the poor performance is resolved. Departments shall document efforts to correct poor vendor performance. The department is responsible for informing the Purchasing Division of the vendor's performance, where it will be used to determine the renewal of the purchase order, cancellation, or replacement of the vendor.
3. An unauthorized purchase is a purchase that is either:
    a. Entered into by an individual that is not authorized to purchase on behalf of the County
    b. Entered into by an individual normally authorized to purchase, but who uses an unauthorized procurement method
    c. Entered into by an individual who exceeds their delegated authority. County employees who make unauthorized purchases may be personally liable for all costs incurred in connection with the unauthorized purchase of goods and services.
4. Department heads and employees approving each requisition are responsible to determine that funds are budgeted and available for any purchase.
5. The purchasing agent and assistant purchasing agents shall report the following activities to the Board of

Supervisors when they occur:

a. Use of Preferential Purchasing Programs
b. Contracts signed using delegated purchasing authority
c. Emergency purchases
d. Use of confirming purchase orders and contracts
e. Procurement activities that are exempted from competitive solicitation requirements

6. Repeated and/or flagrant violation of this policy may result in disciplinary action up to and including termination. Violations may also include:
    a. Purchasing multiple items over any period of time to avoid the competitive bid process
    b. Splitting items to circumvent the fixed asset process or credit card transaction limits
    c. Purchasing goods or services for personal use
    d. Unauthorized purchasing card usage
    e. Inadequate supporting documentation for a purchase or documentation that is not submitted to the auditor's office within fourteen (14) calendar days of purchase

P. REFERENCE CHART

Purchase Type	Purchase Amount	Procurement Method	Contract Required	Purchase Order Required	Approval
Goods and Supplies (Budgeted)	**< $3,000**	**Cal Card, claim or purchase order**	**No**	**No**	**Department Head**
	$3,000 - $9,999	**Informal solicitation (two quotes)**	**No**	**Yes**	**Department Head**
	$10,000 - $60,000	**Informal solicitation (three quotes)**	**No**	**Yes**	**Department Head**
	> $60,000	**Formal solicitation**	**No**	**Yes**	**Department Head**
Professional Services	**<= $10,000**	**Informal solicitation (two quotes)**	**Yes**	**Yes**	**Department Head**
	$10,000 - $20,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**Department Head**
	$20,001 - $60,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**CAO**
	> $60,000	**Formal solicitation**	**Yes**	**Yes**	**Board of Supervisors**
Special Commodities	**As budgeted**				

Mariposa County

Purchasing Policy – October 2023

A. PURPOSE

This policy articulates the authority of County officers and employees (collectively, "employees") in the procurement process. It establishes the County's principles, procedures, and ethical standards for procurement that all employees must follow to effectively and efficiently procure goods and services.

B. APPLICABILITY

This policy is applicable to all County employees involved in the procurement process. The procurement process includes:

1. The conducting of, or participation in, an informal or formal competitive solicitation process where required by this policy

2. The negotiation, contracting and/or purchasing of goods, supplies and/or services

3. The use of a County purchasing card ("Cal card"), travel card/program or fuel card

4. The development or approval of specifications and standards to be used for procuring goods, supplies and/or services

5. The preparing or approving of sole-source or single-source justifications

6. The identification and auction, sale or other disposal of surplus County property

7. The negotiation, contracting, and approval of rents or leases for personal property

8. The negotiation, contracting, and approval of purchasing, renting or leasing real property

This policy shall be implemented in a manner consistent with all applicable Federal, State and local laws, regulations, ordinances and agreements. In the event an applicable Federal, State and/or local law, regulation, ordinance, or agreement (including, but not limited to, grant agreements) is more restrictive than this policy, the more restrictive provision shall be followed.

C. PRINCIPLES OF PROCUREMENT

The County Administrative Officer serves, ex-officio, as the purchasing agent for the County. Each County department head serves, ex-officio, as an assistant purchasing agent with respect to the services, supplies and equipment for his or her department as contained in the approved budget. The purchasing agent and assistant purchasing agents are collectively and individually directed to implement the following procurement principles in their departments and the County at large:

1. Ensure that County elected officials and authorized employees make sound purchasing decisions and have access to meaningful information about the procurement process to fulfill operational needs.

2. Ensure the County obtains quality goods and services at the best economic value using competitive solicitation processes where feasible.

3. Ensure that all purchases are made within the budgets approved by the Board of Supervisors.

4. Use data analytics and electronic commerce, when available, to make intelligent procurement decisions and efficiently administer procurement processes.

5. Collaboratively leverage the purchasing power of the entire organization to achieve economies of scale ("volume pricing") and/or enhance quality, selection and service associated with products and services.

6. Incorporate performance metrics, where possible, to measure the efficiency, effectiveness, equity and outcomes of procurement activity.

7. Practice sustainable purchasing through a preference for recyclable materials or materials that contain recycled post-consumer materials provided such products are sufficient in performance, reasonably available, and cost effective. To the extent feasible and practicable, efforts should be made to avoid unnecessary waste generation, extend product life and reusability, utilize double-sided printing, avoid excessive packaging, and encourage contractors to do the same.

D. CODE OF ETHICS FOR PROCUREMENT

Employees shall seek to inspire public confidence in the integrity of the County procurement process through open, honest and transparent actions, including:

1. Employees shall serve the interests of the County and no other person, preference, organization, or bias.

2. Employees shall discharge all duties impartially to ensure fair competitive access to procurement processes.

3. Employees shall not solicit, demand, accept or agree to accept a gratuity, offer of employment, or other personal advantage in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

4. County employees shall not participate directly or indirectly in a procurement when the employee becomes aware of the possibility that:

    a. The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;

    b. A business or organization in which the employee, or any member of the employee's immediate family (which includes spouse, siblings, parents and/or children), has a financial interest pertaining to the procurement; or

    c. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

    Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction and notify their immediate supervisor. County Counsel should be consulted for an opinion whenever there is an appearance of conflict.

5. County employees shall treat current and/or potential contractors, suppliers and vendors in a courteous and professional manner.

6. County employees involved in the decision to place County property of any kind in surplus status shall not purchase, or make an offer to purchase, the same property through sealed bid, auction, or any other manner. Nor shall they request that the purchase be made on their behalf by a member of the employee's immediate family, or by another person or persons.

E. PURCHASING AUTHORITY DELEGATED TO PURCHASING AGENTS

All authority to procure goods and services rests with the Board of Supervisors. Pursuant to section 25500 et seq. of California Government Code and section 3.08 of the Mariposa County Code, the County Administrative Officer has been established, ex-officio, as the purchasing agent for the County. Department heads have likewise been established, ex-officio, as assistant purchasing agents with responsibility for his or her specific department. In these roles, the purchasing agent and assistant purchasing agents are responsible for:

1. Procurement of goods, supplies, materials, equipment and contractual services required by the County;

2. Review and approval of rents and leases for goods, supplies, materials, equipment, and contractual services required by the County;

3. Lease of real property as required by the County, subject to approval by the Board of Supervisors where required by state law or County ordinance;

4. Sale, lease, storage, donation, or disposal of any personal property belonging to the County that is no longer required for public use;

5. Development, maintenance, dissemination and enforcement of County purchasing policies and procedures consistent with law and other resolutions and directions of the Board of Supervisors;

6. Performance of the aforementioned services on behalf of special districts, and/or other governmental units in the County, when requested to do so.

The Board of Supervisors delegates authority to make purchases (including, but not limited to, executing agreements subject to approval as to form by county counsel) up to the maximum amount specified in state law and cited below. Procurement activities in excess of the authority of the purchasing agent require approval from the Board of Supervisors.

	DELEGATED PROCUREMENT AUTHORITY		
Procurement Activity Type	**Authority**	**Purchasing Agent**	**Assistant Purchasing Agt**
Goods and Supplies	Govt. Code §25501	Within approved budget	Within approved budget
General Services	Govt. Code §25502.3	=< $60,000[A]	=< $20,000[A]
Special Services	Govt. Code §31000	=< $60,000[A]	=< $20,000[A]
Revenue Generating Contracts		=< $60,000	=< $20,000
Contracts: Time Extensions Only		Max Contract Term – 5 years	Max Contract Term – 5 years

Contracts: Non-cost changes[B]		No limit	No limit
Contracts: Assignments[C]		No limit	No limit
Contracts: Early termination[D]		=< $60,000	=< $20,000
Declared Emergency Maximum	Govt. Code §25502.7	=< $250,000	=< $100,000
Trade-In allowances	Govt. Code §25503	< $10,000	< $10,000
Sale of real property	Govt. Code §25526.5	=< $25,000	Purchasing agent only
Public works without bids	Pub. Con. Code § 20131, 20394	=< $6,500 =< $25,000 (Road Work)	=< $6,500 =< $25,000 (Road Work)
Public Works max amount of change orders	Pub. Con. Code § 20142	$5,000 for contracts up to $50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed $210,000	$5,000 for contracts up to $50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed $210,000
CUPCCAA Public Works Projects[E] Pub. Con. Code § 22034	The current informal bid limitations, as determined by the California Uniform Construction Cost Accounting Commission, can be found on the State Controller's website at http://www.sco.ca.gov/ard_cuccac.html.		

Note A – Maximum amount is the aggregate fiscal year amount committed to that contractor countywide.

Note B – Non-cost changes must be generally consistent with the original approved scope of the contract

Note C – Assignments are the transfer of a contract or purchase order from one vendor to another due to a merger, acquisition, or other similar reason

Note D – Contracts entered by the Board of Supervisors cannot be terminated unless the Board specifically delegates such authority.

Note E – CUPCCAA is the acronym for the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.)

The purchasing agent and assistant purchasing agents may authorize staff to process procurement of goods and services on behalf of their respective department(s). Each is ultimately responsible for purchasing decisions of those they have authorized.

The director of Health and Human Services Agency may award and execute contracts to procure residential 24/7 care services and services from institutions for mental disease using the Special Services purchasing authority delegated to the purchasing agent. Pooled contracting may also be used for these services; Board approval is required for the aggregated pool of agreements.

In a declared emergency, the director of Public Works and Transportation may award and execute contracts for emergency infrastructure (primarily road) repairs using the Declared Emergency Maximum purchasing authority delegated to the purchasing agent.

The County Administrative Officer and director of Public Works and Transportation, individually, are authorized to execute and administer informal construction contracts where the total construction cost, including all change orders, does not exceed $200,000. The County Administrative Officer and/or director of Public Works and Transportation shall execute construction contracts approved by the Board of Supervisors in order to administer the agreement, pursuant to the terms of that agreement, approve requests for additional time, and issue final approval or acceptance of a contracted project.

The Treasurer/Tax Collector/Clerk, acting as the County Elections Official, may incur all budgeted expenses necessary in the preparation for and conduct of an election, pursuant to Elections Code sections 13001 and 14100.

The purchasing agent and assistant purchasing agents shall notify the board of supervisors of all executed contracts in a monthly informational item on the board agenda. Notification shall include the person(s) and/or organization(s) with whom the County has contracted, the service being provided, and the dollar amount of said contract. The purchasing agent and assistant purchasing agents shall keep the Board apprised of any other relevant details that could have an effect on County operations, public services and/or public perception.

F. PROCUREMENT METHODS

The Board of Supervisors requires competitive solicitations to be conducted whenever reasonably possible. Competitive solicitation includes obtaining bids, proposals, qualifications, informal quotes or other pricing and related information from vendors prior to making a purchasing decision and awarding the contract and/or purchase order to the party that is the most responsive and responsible in their ability to meet the needs of the County. Competitive solicitations must be conducted in a fair and objective manner and result in a purchase order that is supported by relevant quotes, terms, warrantees, and any other relevant documentation. The type of solicitation required is based on the estimated value of the item or service to be procured as follows:

COMPETITIVE SOLICITATION REQUIREMENTS	
Solicitation Type	**Estimated Amount**
Goods, Supplies and Services	
No solicitation required	< $3,000
Informal solicitation, two quotes	$3,000 - $9,999
Informal solicitation, three or more quotes	$10,000 - $60,000
Formal solicitation	> $60,000
CUPCCA Public Works Projects	The current informal bid limitations, as determined by the California Uniform Construction Cost Accounting Commission, can be found on the State Controller's website at http://www.sco.ca.gov/ard_cuccac.html.

For CUPCCA Public Works projects, threshold amounts are inclusive of administrative overhead and lower thresholds may apply if the project relies on federal funds.

Competitive solicitations come in two forms: informal and formal solicitations. Informal solicitations are generally reserved for non-complex solicitations where the description of the goods or services to be purchased

can be stated clearly. The informality of the process allows the solicitations to be requested and received by telephone, fax, email, paper quote or printouts from prospective vendors. Quotes for goods or services valued at or above three thousand dollars ($3,000) must also be documented by the department managing the procurement. Award of the purchase order or contract can usually be decided based objectively on price alone without any consideration of other evaluation criteria.

Formal solicitations are used to solicit goods or services that require a more detailed description and explanation by publishing a document to which vendors may respond as prescribed. These solicitations are always in writing and include a complete set of specifications as well as a detailed set of requirements that must be met to participate in the solicitation. A formal solicitation is active or left open for a specific time period (not less than ten business days) and has a definite closing date and time. All formal solicitations require final approval from the Board of Supervisors for any resulting agreements. Approved formal solicitations for use in County purchasing are as follows:

a. **Requests for Information (RFI)** are used to obtain information from potential vendors about goods, supplies and services. RFIs are commonly used to better understand the market, and/or prepare for a complex Request for Proposals. An RFI cannot make any award or promise of award to vendors submitting a response.
b. **Request for Qualifications (RFQ)** are used to procure technical special services such as architectural and engineering services. The RFQ can be used to make multiple awards to build a roster of providers. The RFQ must be reviewed by County Counsel prior to its release. The award is generally made based on the knowledge, quality and skill set of the applicant, as well as proposed cost.
c. **Request for Proposals (RFP)** are generally used to procure general or special services. RFPs can also be used for procuring a solution that is a mix of goods, supplies and services. The RFP must be reviewed by County Counsel prior to its release. Vendors' response to the RFP must be scored based on objective evaluation criteria. The evaluation criteria must be based on the quality of the proposal and the bid price. A review committee of no less than three people shall evaluate and score the quality of the proposal. The evaluation and scoring of the bid price is performed independently of the quality evaluation. The proposal with the lowest cost bid will generally receive the highest score for the evaluation of the bid price.

When competitive solicitation is not feasible or not required, employees can procure goods, supplies and services through the methods listed below.

1. *Small Purchases:* Purchases of goods and supplies (not services) that cost less than $3,000 should be paid with a purchasing card ("Cal Card") whenever possible. These purchases can also be paid via claim or purchase order. Services are procured using a purchase order or a contract regardless of the cost.

2. *Contracts:* A contract is a written document between parties with binding legal force, usually exchanging goods or services for money or other consideration. The term "contract" and "agreement" are synonymous. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. The term "contract" includes memoranda of understanding ("MOU").

   The purchasing agent and assistant purchasing agents may enter contracts for a term of three years or less

with no more than two additional one-year extensions. The purchasing agent and assistant purchasing agents may amend existing contracts within established purchasing authority. Original and existing contracts that cumulatively exceed established purchasing authority or a term of five years must be approved by the Board of Supervisors. All contracts must be reviewed and approved as to form by County Counsel.

Four specific types of contracts or agreements are authorized:

a. **Professional Services** agreements are required for procurement of all services. In selecting and contracting for professional services, the Board of Supervisors shall use demonstrated competence and qualifications for the types of services to be performed, in conjunction with assurances of fair and reasonable prices, as the basis for selection. Most often, the lowest responsive and responsible bidder should be selected.
b. **Cooperative agreements** are used when two or more governmental entities pool their commodity and/or service requirements to purchase aggregated quantities of goods, supplies and/or services. The County may utilize a cooperative agreement if the competitive solicitation process that preceded the agreement is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The use of any Cooperative Agreement in lieu of a competitive bid process is subject to the purchasing agent's approval.
c. **Piggyback agreements** are used when a governmental entity extends the pricing and terms of a contract to another governmental entity. The entity with the contract must have language in their contract or competitive solicitation that allows the terms of the contract to be extended to other entities. The County may piggyback or "ride" another governmental entity's contract if the contract's competitive solicitation process is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The County may allow other governmental entities to ride the County's contract if it is in the County's best interest. The use of any piggyback agreement in lieu of a competitive bid process or to allow other governmental entities to use the County's contract is subject to the purchasing agent's approval.
d. **Memoranda of Understanding (MOUs)** are formal agreements between two or more parties to establish an official partnership. MOUs may or may not involve an exchange of goods or services for compensation. The purchasing agent and assistant purchasing agent may approve MOUs that do not involve compensation or when compensation is within established purchasing authority. The Board must approve all MOUs with other local, state, and/or federal government entities.

3. *Non-competitive Purchases:* Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single source procurement is when multiple vendors could supply the good or service but one vendor is selected over the others for substantial reasons. Sole source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

   Purchases of services require a completed W-9 on file in the auditor's office along with other required documentation outlined in the contract. Purchases that exceed approved budgets are not authorized, regardless of the purchasing authority of the approver.

G. SPECIAL COMMODITIES

Special commodities are goods, supplies and services that are exempt from the procurement authority delegated to departments. These items require additional review and concurrent approval by other County departments as indicated below.

SPECIAL COMMODITY APPROVAL	
SPECIAL COMMODITY	**APPROVING DEPARTMENT OR DIVISION**
Cellular equipment	Administration - Technical Services
Computers	Administration - Technical Services
Computer software	Administration - Technical Services
Construction	Public Works
Facility Repairs, Remodels, or Improvements	Public Works – Facilities
Leases/rents for equipment	Administration
Safety Equipment (non-public safety)	County Counsel – Risk Management
Telecommunications equipment	Administration – Technical Services
Vehicles (inclusive of tractors, trailers, and heavy equipment)	Public Works - Fleet

H. ITEMS EXEMPT FROM THE COMPETITIVE SOLICITATION PROCESS

Exempt goods, supplies, and services are items where competitive solicitation is impractical. The following items can be obtained without conducting a competitive solicitation process:

1. Utilities
2. Advertising
3. Insurance
4. Courier services such as UPS or FedEx
5. Memberships
6. Training, seminars, or classes and related travel expenses for County employees
7. Certain expenses related to civil or criminal litigation, legal counsel with the approval of County Counsel, or confidential employment-related investigations such as attorney services, legal materials, investigators, and other related experts
8. Works of art for public places or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers
9. Certain expenses where the cost of the item or service is set by state or federal law
10. Purchases made from other federal, state or local governmental entities, provided such purchases are for rent of the entity's facilities or reimbursement for services directly provided by the entity
11. Goods, supplies, and/or services needed by the County pending a bid award, contract renewal or bid protest action and a contractor agrees to provide such goods, supplies, and/or services at the same contract price as a previous award, or at revised price that reflects changes in applicable governmental indexes since the beginning of the current contract period, until a new contract has been awarded. Such interim period contracts shall not normally exceed 180 days, or until resolution of a bidder's protest
12. When the purchasing agent determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business or is needed to avoid impairment of County

functions or services

13. When the purchasing agent determines that it is in the best interest of the County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense

I. NOTICING

All solicitations for bids must be noticed on the County website for a minimum of five (5) working days. Additional notice for the acquisition of particular goods or services may be required by state code.

Solicitation of bids for construction projects are required to be advertised in a local newspaper of general circulation for at least two weeks, pursuant to California Public Contracting Code 20125-20126 and 20150.6-20150.8, except in emergency situations (PCC §20134).

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M. STANDARDIZED PURCHASES

The County endeavors to procure high-volume, recurring disposable goods (such as office supplies) through annual (blanket) contracted purchasing agreements whenever possible. An annual purchase order is an agreement to purchase items at a specific price during a defined time, with delivery dates to be determined by each purchase. An annual purchase order will be issued to a vendor, through the competitive bid process, allowing for repetitive purchases of goods by authorized personnel for the specified time not to exceed twelve months.

To achieve maximum efficiency and effectiveness, the purchasing agent may establish and chair a Procurement Standards Committee as needed to review County spending patterns and establish standards concerning the type, design, quality or brand of a specific article or group of related items or services purchased by the County. Adopting standardized purchases based on a spend analysis allows the County to establish or maintain uniformity in appearance and/or quality and/or achieve cost savings through volume pricing.

N. SURPLUS

County personal property that is no longer useable or required by the department is considered surplus. The purchasing agent and assistant purchasing agents, or their designee(s), are responsible for determining whether the property can be (in priority order):

1. Transferred to another department
2. Exchanged or traded for a newer or upgraded version of a similar product (such as a vehicle)
3. Placed for sale or auction with appropriate notice on the Public Surplus website.
4. Placed for sale or auction with appropriate notice through another medium.
5. Donated to another governmental entity or a non-profit organization, if the value is equal to or less than $10,000
6. Recommended to the Board of Supervisors for donation to another governmental entity or a non-profit organization when the value is greater than $10,000
7. Disposed of by way of recycling or waste

Sale or auction of surplus property requires noticing the public at the courthouse and on the County website. Unless restricted by provisions of a grant or state or federal regulation, proceeds from surplus property sales shall be paid into the County treasury for the use of the County. When the property is exchanged or traded in its value shall be secured on behalf of the County.

O. ACCOUNTABILITY AND VIOLATIONS

All County employees involved in the procurement process are accountable to the public for the effective and efficient spending of public funds. The following mechanisms help to provide assurance of this accountability.

1. Department heads are responsible for establishing a departmental process to ensure that the quality and quantity of the received goods, supplies and/or services meet expectations and conform with the specifications, terms and conditions in the applicable contract or purchase order. Departments shall keep complete records showing the date of delivery, quantity delivered or services performed and any discrepancies. Quality and performance testing of commodities and equipment is the responsibility of the receiving department. Departments are responsible for reporting all discrepancies immediately to the vendor, take appropriate action, and maintain a record of the default.
2. Departments shall record the vendor's performance. If the vendor's performance falls below expectations, the utilizing department shall notify the vendor and insist on a corrective action plan or other appropriate remedial steps until the poor performance is resolved. Departments shall document efforts to correct poor vendor performance. The department is responsible for informing the Purchasing Division of the vendor's performance, where it will be used to determine the renewal of the purchase order, cancellation, or replacement of the vendor.
3. An unauthorized purchase is a purchase that is either:
    a. Entered into by an individual that is not authorized to purchase on behalf of the County
    b. Entered into by an individual normally authorized to purchase, but who uses an unauthorized procurement method
    c. Entered into by an individual who exceeds their delegated authority. County employees who make unauthorized purchases may be personally liable for all costs incurred in connection with the unauthorized purchase of goods and services.
4. Department heads and employees approving each requisition are responsible to determine that funds are budgeted and available for any purchase.
5. The purchasing agent and assistant purchasing agents shall report the following activities to the Board of

Supervisors when they occur:

a. Use of Preferential Purchasing Programs
b. Contracts signed using delegated purchasing authority
c. Emergency purchases
d. Use of confirming purchase orders and contracts
e. Procurement activities that are exempted from competitive solicitation requirements

6. Repeated and/or flagrant violation of this policy may result in disciplinary action up to and including termination. Violations may also include:
    a. Purchasing multiple items over any period of time to avoid the competitive bid process
    b. Splitting items to circumvent the fixed asset process or credit card transaction limits
    c. Purchasing goods or services for personal use
    d. Unauthorized purchasing card usage
    e. Inadequate supporting documentation for a purchase or documentation that is not submitted to the auditor's office within fourteen (14) calendar days of purchase

P. REFERENCE CHART

Purchase Type	Purchase Amount	Procurement Method	Contract Required	Purchase Order Required	Approval
Goods and Supplies (Budgeted)	**< $3,000**	**Cal Card, claim or purchase order**	**No**	**No**	**Department Head**
	$3,000 - $9,999	**Informal solicitation (two quotes)**	**No**	**Yes**	**Department Head**
	$10,000 - $60,000	**Informal solicitation (three quotes)**	**No**	**Yes**	**Department Head**
	> $60,000	**Formal solicitation**	**No**	**Yes**	**Department Head**
Professional Services	**<= $10,000**	**Informal solicitation (two quotes)**	**Yes**	**Yes**	**Department Head**
	$10,000 - $20,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**Department Head**
	$20,001 - $60,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**CAO**
	> $60,000	**Formal solicitation**	**Yes**	**Yes**	**Board of Supervisors**
Special Commodities	**As budgeted**				

Mariposa County

Purchasing Policy – October 2023

A. PURPOSE

This policy articulates the authority of County officers and employees (collectively, "employees") in the procurement process. It establishes the County's principles, procedures, and ethical standards for procurement that all employees must follow to effectively and efficiently procure goods and services.

B. APPLICABILITY

This policy is applicable to all County employees involved in the procurement process. The procurement process includes:

1. The conducting of, or participation in, an informal or formal competitive solicitation process where required by this policy
2. The negotiation, contracting and/or purchasing of goods, supplies and/or services
3. The use of a County purchasing card ("Cal card"), travel card/program or fuel card
4. The development or approval of specifications and standards to be used for procuring goods, supplies and/or services
5. The preparing or approving of sole-source or single-source justifications
6. The identification and auction, sale or other disposal of surplus County property
7. The negotiation, contracting, and approval of rents or leases for personal property
8. The negotiation, contracting, and approval of purchasing, renting or leasing real property

This policy shall be implemented in a manner consistent with all applicable Federal, State and local laws, regulations, ordinances and agreements. In the event an applicable Federal, State and/or local law, regulation, ordinance, or agreement (including, but not limited to, grant agreements) is more restrictive than this policy, the more restrictive provision shall be followed.

C. PRINCIPLES OF PROCUREMENT

The County Administrative Officer serves, ex-officio, as the purchasing agent for the County. Each County department head serves, ex-officio, as a assistant purchasing agent with respect to the services, supplies and equipment for his or her department as contained in the approved budget. The purchasing agent and assistant purchasing agents are collectively and individually directed to implement the following procurement principles in their departments and the County at large:

1. Ensure that County elected officials and authorized employees make sound purchasing decisions and have access to meaningful information about the procurement process to fulfill operational needs.
2. Ensure the County obtains quality goods and services at the best economic value using competitive solicitation processes where feasible.

3. Ensure that all purchases are made within the budgets approved by the Board of Supervisors.

4. Use data analytics and electronic commerce, when available, to make intelligent procurement decisions and efficiently administer procurement processes.

5. Collaboratively leverage the purchasing power of the entire organization to achieve economies of scale ("volume pricing") and/or enhance quality, selection and service associated with products and services.

6. Incorporate performance metrics, where possible, to measure the efficiency, effectiveness, equity and outcomes of procurement activity.

7. Practice sustainable purchasing through a preference for recyclable materials or materials that contain recycled post-consumer materials provided such products are sufficient in performance, reasonably available, and cost effective. To the extent feasible and practicable, efforts should be made to avoid unnecessary waste generation, extend product life and reusability, utilize double-sided printing, avoid excessive packaging, and encourage contractors to do the same.

D. CODE OF ETHICS FOR PROCUREMENT

Employees shall seek to inspire public confidence in the integrity of the County procurement process through open, honest and transparent actions, including:

1. Employees shall serve the interests of the County and no other person, preference, organization, or bias.

2. Employees shall discharge all duties impartially to ensure fair competitive access to procurement processes.

3. Employees shall not solicit, demand, accept or agree to accept a gratuity, offer of employment, or other personal advantage in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

4. County employees shall not participate directly or indirectly in a procurement when the employee becomes aware of the possibility that:

    a. The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;

    b. A business or organization in which the employee, or any member of the employee's immediate family (which includes spouse, siblings, parents and/or children), has a financial interest pertaining to the procurement; or

    c. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

    Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction and notify their immediate supervisor. County Counsel should be consulted for an opinion whenever there is an appearance of conflict.

5. County employees shall treat current and/or potential contractors, suppliers and vendors in a courteous and professional manner.

6. County employees involved in the decision to place County property of any kind in surplus status shall not purchase, or make an offer to purchase, the same property through sealed bid, auction, or any other manner. Nor shall they request that the purchase be made on their behalf by a member of the employee's immediate family, or by another person or persons.

E. PURCHASING AUTHORITY DELEGATED TO PURCHASING AGENTS

All authority to procure goods and services rests with the Board of Supervisors. Pursuant to section 25500 et seq. of California Government Code and section 3.08 of the Mariposa County Code, the County Administrative Officer has been established, ex-officio, as the purchasing agent for the County. Department heads have likewise been established, ex-officio, as assistant purchasing agents with responsibility for his or her specific department. In these roles, the purchasing agent and assistant purchasing agents are responsible for:

1. Procurement of goods, supplies, materials, equipment and contractual services required by the County;

2. Review and approval of rents and leases for goods, supplies, materials, equipment, and contractual services required by the County;

3. Lease of real property as required by the County, subject to approval by the Board of Supervisors where required by state law or County ordinance;

4. Sale, lease, storage, donation, or disposal of any personal property belonging to the County that is no longer required for public use;

5. Development, maintenance, dissemination and enforcement of County purchasing policies and procedures consistent with law and other resolutions and directions of the Board of Supervisors;

6. Performance of the aforementioned services on behalf of special districts, and/or other governmental units in the County, when requested to do so.

The Board of Supervisors delegates authority to make purchases (including, but not limited to, executing agreements subject to approval as to form by county counsel) up to the maximum amount specified in state law and cited below. Procurement activities in excess of the authority of the purchasing agent require approval from the Board of Supervisors.

	DELEGATED PROCUREMENT AUTHORITY		
Procurement Activity Type	**Authority**	**Purchasing Agent**	**Assistant Purchasing Agt**
Goods and Supplies	Govt. Code §25501	Within approved budget	Within approved budget
General Services	Govt. Code §25502.3	=< $60,000[A]	=< $20,000[A]
Special Services	Govt. Code §31000	=< $60,000[A]	=< $20,000[A]
Revenue Generating Contracts		=< $60,000	=< $20,000
Contracts: Time Extensions Only		Max Contract Term – 5 years	Max Contract Term – 5 years

Contracts: Non-cost changes[B]		No limit	No limit
Contracts: Assignments[C]		No limit	No limit
Contracts: Early termination[D]		=< $60,000	=< $20,000
Declared Emergency Maximum	Govt. Code §25502.7	=< $250,000	=< $100,000
Trade-In allowances	Govt. Code §25503	< $10,000	< $10,000
Sale of real property	Govt. Code §25526.5	=< $25,000	Purchasing agent only
Public works without bids	Pub. Con. Code § 20131, 20394	=< $6,500 =< $25,000 (Road Work)	=< $6,500 =< $25,000 (Road Work)
Public Works max amount of change orders	Pub. Con. Code § 20142	$5,000 for contracts up to $50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed $210,000	$5,000 for contracts up to $50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed $210,000
CUPCCAA Public Works Projects[E] Pub. Con. Code § 22034	~~Pub. Con. Code § 22034 =< $200,000~~ The current informal bid limitations, as determined by the California Uniform Construction Cost Accounting Commission, can be found on the State Controller's website at http://www.sco.ca.gov/ard_cuccac.html ~~=< $200,000~~		

Note A – Maximum amount is the aggregate fiscal year amount committed to that contractor countywide.

Note B – Non-cost changes must be generally consistent with the original approved scope of the contract

Note C – Assignments are the transfer of a contract or purchase order from one vendor to another due to a merger, acquisition, or other similar reason

Note D – Contracts entered by the Board of Supervisors cannot be terminated unless the Board specifically delegates such authority.

Note E – CUPCCAA is the acronym for the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.)

The purchasing agent and assistant purchasing agents may authorize staff to process procurement of goods and services on behalf of their respective department(s). Each is ultimately responsible for purchasing decisions of those they have authorized.

The director of Health and Human Services Agency may award and execute contracts to procure residential 24/7 care services and services from institutions for mental disease using the Special Services purchasing authority delegated to the purchasing agent. Pooled contracting may also be used for these services; Board approval is required for the aggregated pool of agreements.

In a declared emergency, the director of Public Works and Transportation may award and execute contracts for emergency infrastructure (primarily road) repairs using the Declared Emergency Maximum purchasing authority delegated to the purchasing agent.

The County Administrative Officer and director of Public Works and Transportation, individually, are authorized to execute and administer informal construction contracts where the total construction cost, including all change orders, does not exceed $200,000. The County Administrative Officer and/or director of Public Works and Transportation shall execute construction contracts approved by the Board of Supervisors in order to administer the agreement, pursuant to the terms of that agreement, approve requests for additional time, and issue final approval or acceptance of a contracted project.

The Treasurer/Tax Collector/Clerk, acting as the County Elections Official, may incur all budgeted expenses necessary in the preparation for and conduct of an election, pursuant to Elections Code sections 13001 and 14100.

The purchasing agent and assistant purchasing agents shall notify the board of supervisors of all executed contracts in a monthly informational item on the board agenda. Notification shall include the person(s) and/or organization(s) with whom the County has contracted, the service being provided, and the dollar amount of said contract. The purchasing agent and assistant purchasing agents shall keep the Board apprised of any other relevant details that could have an effect on County operations, public services and/or public perception.

F. PROCUREMENT METHODS

The Board of Supervisors requires competitive solicitations to be conducted whenever reasonably possible. Competitive solicitation includes obtaining bids, proposals, qualifications, informal quotes or other pricing and related information from vendors prior to making a purchasing decision and awarding the contract and/or purchase order to the party that is the most responsive and responsible in their ability to meet the needs of the County. Competitive solicitations must be conducted in a fair and objective manner and result in a purchase order that is supported by relevant quotes, terms, warrantees, and any other relevant documentation. The type of solicitation required is based on the estimated value of the item or service to be procured as follows:

COMPETITIVE SOLICITATION REQUIREMENTS	
Solicitation Type	**Estimated Amount**
Goods, Supplies and Services	
No solicitation required	< $3,000
Informal solicitation, two quotes	$3,000 - $9,999
Informal solicitation, three or more quotes	$10,000 - $60,000
Formal solicitation	> $60,000
CUPCCA Public Works Projects	The current informal bid limitations, as determined by the California Uniform Construction Cost Accounting Commission, can be found on the State Controller's website at http://www.sco.ca.gov/ard_cuccac.html.
~~**No bids required**~~ ~~=< $60,000~~ ~~**Informal bids**~~ ~~=< $200,000~~ ~~**Formal bids**~~ ~~> $200,000~~	

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For CUPCCA Public Works projects, threshold amounts are inclusive of administrative overhead and lower thresholds may apply if the project relies on federal funds.

Competitive solicitations come in two forms: informal and formal solicitations. Informal solicitations are generally reserved for non-complex solicitations where the description of the goods or services to be purchased

can be stated clearly. The informality of the process allows the solicitations to be requested and received by telephone, fax, email, paper quote or printouts from prospective vendors. Quotes for goods or services valued at or above three thousand dollars ($3,000) must also be documented by the department managing the procurement. Award of the purchase order or contract can usually be decided based objectively on price alone without any consideration of other evaluation criteria.

Formal solicitations are used to solicit goods or services that require a more detailed description and explanation by publishing a document to which vendors may respond as prescribed. These solicitations are always in writing and include a complete set of specifications as well as a detailed set of requirements that must be met to participate in the solicitation. A formal solicitation is active or left open for a specific time period (not less than ten business days) and has a definite closing date and time. All formal solicitations require final approval from the Board of Supervisors for any resulting agreements. Approved formal solicitations for use in County purchasing are as follows:

a. **Requests for Information (RFI)** are used to obtain information from potential vendors about goods, supplies and services. RFIs are commonly used to better understand the market, and/or prepare for a complex Request for Proposals. An RFI cannot make any award or promise of award to vendors submitting a response.
b. **Request for Qualifications (RFQ)** are used to procure technical special services such as architectural and engineering services. The RFQ can be used to make multiple awards to build a roster of providers. The RFQ must be reviewed by County Counsel prior to its release. The award is generally made based on the knowledge, quality and skill set of the applicant, as well as proposed cost.
c. **Request for Proposals (RFP)** are generally used to procure general or special services. RFPs can also be used for procuring a solution that is a mix of goods, supplies and services. The RFP must be reviewed by County Counsel prior to its release. Vendors' response to the RFP must be scored based on objective evaluation criteria. The evaluation criteria must be based on the quality of the proposal and the bid price. A review committee of no less than three people shall evaluate and score the quality of the proposal. The evaluation and scoring of the bid price is performed independently of the quality evaluation. The proposal with the lowest cost bid will generally receive the highest score for the evaluation of the bid price.

When competitive solicitation is not feasible or not required, employees can procure goods, supplies and services through the methods listed below.

1. *Small Purchases:* Purchases of goods and supplies (not services) that cost less than $3,000 should be paid with a purchasing card ("Cal Card") whenever possible. These purchases can also be paid via claim or purchase order. Services are procured using a purchase order or a contract regardless of the cost.

2. *Contracts:* A contract is a written document between parties with binding legal force, usually exchanging goods or services for money or other consideration. The term "contract" and "agreement" are synonymous. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. The term "contract" includes memoranda of understanding ("MOU").

   The purchasing agent and assistant purchasing agents may enter contracts for a term of three years or less

with no more than two additional one-year extensions. The purchasing agent and assistant purchasing agents may amend existing contracts within established purchasing authority. Original and existing contracts that cumulatively exceed established purchasing authority or a term of five years must be approved by the Board of Supervisors. All contracts must be reviewed and approved as to form by County Counsel.

Four specific types of contracts or agreements are authorized:

a. **Professional Services** agreements are required for procurement of all services. In selecting and contracting for professional services, the Board of Supervisors shall use demonstrated competence and qualifications for the types of services to be performed, in conjunction with assurances of fair and reasonable prices, as the basis for selection. Most often, the lowest responsive and responsible bidder should be selected.
b. **Cooperative agreements** are used when two or more governmental entities pool their commodity and/or service requirements to purchase aggregated quantities of goods, supplies and/or services. The County may utilize a cooperative agreement if the competitive solicitation process that preceded the agreement is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The use of any Cooperative Agreement in lieu of a competitive bid process is subject to the purchasing agent's approval.
c. **Piggyback agreements** are used when a governmental entity extends the pricing and terms of a contract to another governmental entity. The entity with the contract must have language in their contract or competitive solicitation that allows the terms of the contract to be extended to other entities. The County may piggyback or "ride" another governmental entity's contract if the contract's competitive solicitation process is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The County may allow other governmental entities to ride the County's contract if it is in the County's best interest. The use of any piggyback agreement in lieu of a competitive bid process or to allow other governmental entities to use the County's contract is subject to the purchasing agent's approval.
d. **Memoranda of Understanding (MOUs)** are formal agreements between two or more parties to establish an official partnership. MOUs may or may not involve an exchange of goods or services for compensation. The purchasing agent and assistant purchasing agent may approve MOUs that do not involve compensation or when compensation is within established purchasing authority. The Board must approve all MOUs with other local, state, and/or federal government entities.

3. *Non-competitive Purchases:* Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single source procurement is when multiple vendors could supply the good or service but one vendor is selected over the others for substantial reasons. Sole source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

   Purchases of services require a completed W-9 on file in the auditor's office along with other required documentation outlined in the contract. Purchases that exceed approved budgets are not authorized, regardless of the purchasing authority of the approver.

G. SPECIAL COMMODITIES

Special commodities are goods, supplies and services that are exempt from the procurement authority delegated to departments. These items require additional review and concurrent approval by other County departments as indicated below.

SPECIAL COMMODITY APPROVAL	
SPECIAL COMMODITY	**APPROVING DEPARTMENT OR DIVISION**
Cellular equipment	Administration - Technical Services
Computers	Administration - Technical Services
Computer software	Administration - Technical Services
Construction	Public Works
Facility Repairs, Remodels, or Improvements	Public Works – Facilities
Leases/rents for equipment	Administration
Safety Equipment (non-public safety)	County Counsel – Risk Management
Telecommunications equipment	Administration – Technical Services
Vehicles (inclusive of tractors, trailers, and heavy equipment)	Public Works - Fleet

H. ITEMS EXEMPT FROM THE COMPETITIVE SOLICITATION PROCESS

Exempt goods, supplies, and services are items where competitive solicitation is impractical. The following items can be obtained without conducting a competitive solicitation process:

1. Utilities
2. Advertising
3. Insurance
4. Courier services such as UPS or FedEx
5. Memberships
6. Training, seminars, or classes and related travel expenses for County employees
7. Certain expenses related to civil or criminal litigation, legal counsel with the approval of County Counsel, or confidential employment-related investigations such as attorney services, legal materials, investigators, and other related experts
8. Works of art for public places or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers
9. Certain expenses where the cost of the item or service is set by state or federal law
10. Purchases made from other federal, state or local governmental entities, provided such purchases are for rent of the entity's facilities or reimbursement for services directly provided by the entity
11. Goods, supplies, and/or services needed by the County pending a bid award, contract renewal or bid protest action and a contractor agrees to provide such goods, supplies, and/or services at the same contract price as a previous award, or at revised price that reflects changes in applicable governmental indexes since the beginning of the current contract period, until a new contract has been awarded. Such interim period contracts shall not normally exceed 180 days, or until resolution of a bidder's protest
12. When the purchasing agent determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business or is needed to avoid impairment of County

functions or services

13. When the purchasing agent determines that it is in the best interest of the County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense

I. NOTICING

All solicitations for bids must be noticed on the County website for a minimum of five (5) working days. Additional notice for the acquisition of particular goods or services may be required by state code.

Solicitation of bids for construction projects are required to be advertised in a local newspaper of general circulation for at least two weeks, pursuant to California Public Contracting Code 20125-20126 and 20150.6-20150.8, except in emergency situations (PCC §20134).

J. PROTESTS

The purchasing agent shall be responsible for the review and disposition of any protest of a competitive solicitation. A vendor may request a review of the solicitation requirements and specifications provided that the request is received by the purchasing agent within the period when questions are to be received. When no date is specified for questions, a request must be received prior to the date when all bids are due.

A non-selected vendor can file a protest of the Notice of Intent to Award no later than 4:00 PM Pacific Time five business days after the date the notice is posted; or when a Notice of Intent is not filed, within five (5) business days of board approval of the contract. Only those vendors that submitted a bid are eligible to protest the Notice of Intent to Award. All protests shall be delivered by the vendor in writing by mail, and/or electronic mail to both the purchasing agent and the department issuing the competitive solicitation. The protest must include specific facts, circumstances, reasons and/or basis for the protest. Protests received after the time specified are untimely and shall be denied on that basis.

A non-selected vendor can also submit a Public Records Act request to view all proposals submitted, scores assigned (if available), and the negotiated contract.

The purchasing agent will evaluate the protest and issue a written decision within 30 business days of confirmed receipt. The purchasing agent's decision is final.

K. PREFERENTIAL PURCHASING PROGRAMS

In determining the lowest responsive and responsible bidder, and when clearly disclosed in noticing for a competitive solicitation process, the purchasing agent and assistant purchasing agents may provide a preference for the following:

1. Award of a contract to a local, independently owned small business for construction, procurement of goods, or the delivery of services where responsibility and quality are equal (Pub Con Code section 2002). A local business preference:
    a. may not exceed five percent (5%) of the lowest responsible bid;
    b. does not apply when precluded by the requirements of a grant or state or federal regulation; and
    c. may only be supported with local funds.

2. Award of a contract to a business or organization that practices waste reduction and environmentally responsible practices where responsibility, quality and price are equal.

L. EMERGENCY PROCUREMENT

The Board of Supervisors recognizes that certain purchases are necessitated by unforeseen emergency conditions. Emergency purchases are limited to those immediately necessary for protection from substantial hazard to life or property, or when there is an immediate need to mitigate a serious service interruption. Failure to plan or effectively manage resources; conditions where dispensing with the bidding process would be convenient, expeditious, or in the County's interests; and perceived urgency with little or no threat to life, safety, or essential services do not constitute an emergency for purposes of this policy.

Assistant purchasing agents may authorize an emergency procurement to address an immediate department need as described in this section. In the event of a local emergency proclamation, the purchasing agent and assistant purchasing agents shall follow informal bidding procedures to the extent necessary and feasible under emergency circumstances. The purchasing agent may waive the requirement to use the lowest cost vendor depending on the availability to receive the requested goods, supplies, and/or services. Further waiver, modification or suspension of this policy is subject to the approval of the Board of Supervisors as prescribed in Public Contract Code section 22050.

In the event of a proclaimed state emergency or declared federal emergency, all procurement actions shall be pursuant to applicable state and/or federal policies and procedures. Every emergency purchase shall be promptly reported to the purchasing agent in writing with the facts constituting the emergency.

M. STANDARDIZED PURCHASES

The County endeavors to procure high-volume, recurring disposable goods (such as office supplies) through annual (blanket) contracted purchasing agreements whenever possible. An annual purchase order is an agreement to purchase items at a specific price during a defined time, with delivery dates to be determined by each purchase. An annual purchase order will be issued to a vendor, through the competitive bid process, allowing for repetitive purchases of goods by authorized personnel for the specified time not to exceed twelve months.

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1. Transferred to another department
2. Exchanged or traded for a newer or upgraded version of a similar product (such as a vehicle)
3. Placed for sale or auction with appropriate notice on the Public Surplus website.
4. Placed for sale or auction with appropriate notice through another medium.
5. Donated to another governmental entity or a non-profit organization, if the value is equal to or less than $10,000
6. Recommended to the Board of Supervisors for donation to another governmental entity or a non-profit organization when the value is greater than $10,000
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All County employees involved in the procurement process are accountable to the public for the effective and efficient spending of public funds. The following mechanisms help to provide assurance of this accountability.

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2. Departments shall record the vendor's performance. If the vendor's performance falls below expectations, the utilizing department shall notify the vendor and insist on a corrective action plan or other appropriate remedial steps until the poor performance is resolved. Departments shall document efforts to correct poor vendor performance. The department is responsible for informing the Purchasing Division of the vendor's performance, where it will be used to determine the renewal of the purchase order, cancellation, or replacement of the vendor.
3. An unauthorized purchase is a purchase that is either:
    a. Entered into by an individual that is not authorized to purchase on behalf of the County
    b. Entered into by an individual normally authorized to purchase, but who uses an unauthorized procurement method
    c. Entered into by an individual who exceeds their delegated authority. County employees who make unauthorized purchases may be personally liable for all costs incurred in connection with the unauthorized purchase of goods and services.
4. Department heads and employees approving each requisition are responsible to determine that funds are budgeted and available for any purchase.
5. The purchasing agent and assistant purchasing agents shall report the following activities to the Board of

Supervisors when they occur:

a. Use of Preferential Purchasing Programs
b. Contracts signed using delegated purchasing authority
c. Emergency purchases
d. Use of confirming purchase orders and contracts
e. Procurement activities that are exempted from competitive solicitation requirements

6. Repeated and/or flagrant violation of this policy may result in disciplinary action up to and including termination. Violations may also include:
    a. Purchasing multiple items over any period of time to avoid the competitive bid process
    b. Splitting items to circumvent the fixed asset process or credit card transaction limits
    c. Purchasing goods or services for personal use
    d. Unauthorized purchasing card usage
    e. Inadequate supporting documentation for a purchase or documentation that is not submitted to the auditor's office within fourteen (14) calendar days of purchase

P. REFERENCE CHART

Purchase Type	Purchase Amount	Procurement Method	Contract Required	Purchase Order Required	Approval
Goods and Supplies (Budgeted)	**< $3,000**	**Cal Card, claim or purchase order**	**No**	**No**	**Department Head**
	$3,000 - $9,999	**Informal solicitation (two quotes)**	**No**	**Yes**	**Department Head**
	$10,000 - $60,000	**Informal solicitation (three quotes)**	**No**	**Yes**	**Department Head**
	> $60,000	**Formal solicitation**	**No**	**Yes**	**Department Head**
Professional Services	**<= $10,000**	**Informal solicitation (two quotes)**	**Yes**	**Yes**	**Department Head**
	$10,000 - $20,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**Department Head**
	$20,001 - $60,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**CAO**
	> $60,000	**Formal solicitation**	**Yes**	**Yes**	**Board of Supervisors**
Special Commodities	**As budgeted**				

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-273

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: **PUBLIC HEARING:** To Consider Summary Vacation of a Portion of Public Right of Way Access and Utility Easements Within Yosemite Parkway

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: To Consider Summary Vacation of a Portion of Public Right of Way Access and Utility Easements Within Yosemite Parkway.

Summary Vacation of a portion of the public access & utility easements within Yosemite Parkway as shown on Map No. 1511 Mariposa County Records.

Streets and Highways Code section 8333 allows summary vacation of a public service easement when the easement has been determined to be excess by the easement holder and there are no other facilities located within the easement and Streets and Highways Code section 8334 allows summary vacation of excess right-of-way of a street not required for street or highway purposes.

The public utility easements to be summarily vacated do not contain any public utilities within the right-of-way. The public road easement has been determined to be excess by the easement holder, and there are no existing facilities within the area to be vacated.

Letters of No Objection have been received from the Utility providers, AT&T and PG&E. Public Works staff have reviewed the documents, and there are no conflicts with existing Yosemite West Maintenance District Utilities.

The purpose of the vacation is to reconfigure the property lines and easements to conform with the proposed improvements pertinent to the proposed building plans and applications.

Reconfiguration of the property lines will place all the proposed improvements within the applicant's ownership and remove the proposed parking facility from the public easement. This will decrease potential County liability issues in the future and increase property values.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 17, 2025, the board approved the agreement with S and H Shin Trust for the Sale of the 0.18 Acres, and the Summary Vacation is the last step to finalize the sale.

Subdivision Map of Yosemite West Unit 1, Map Number 1511, filed August 1, 1967.

This easement was originally required as a condition of approval for Major Subdivision application 3-23-66.

Previous Vacations have been granted within the Yosemite West Subdivision. Resolutions 24-071, 15-334, and 12-46.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board of Supervisors denies the request for abandonment, this right-of-way will continue to exist on record and the applicant will have to redesign the project to meet setback requirements.

FINANCIAL IMPACT

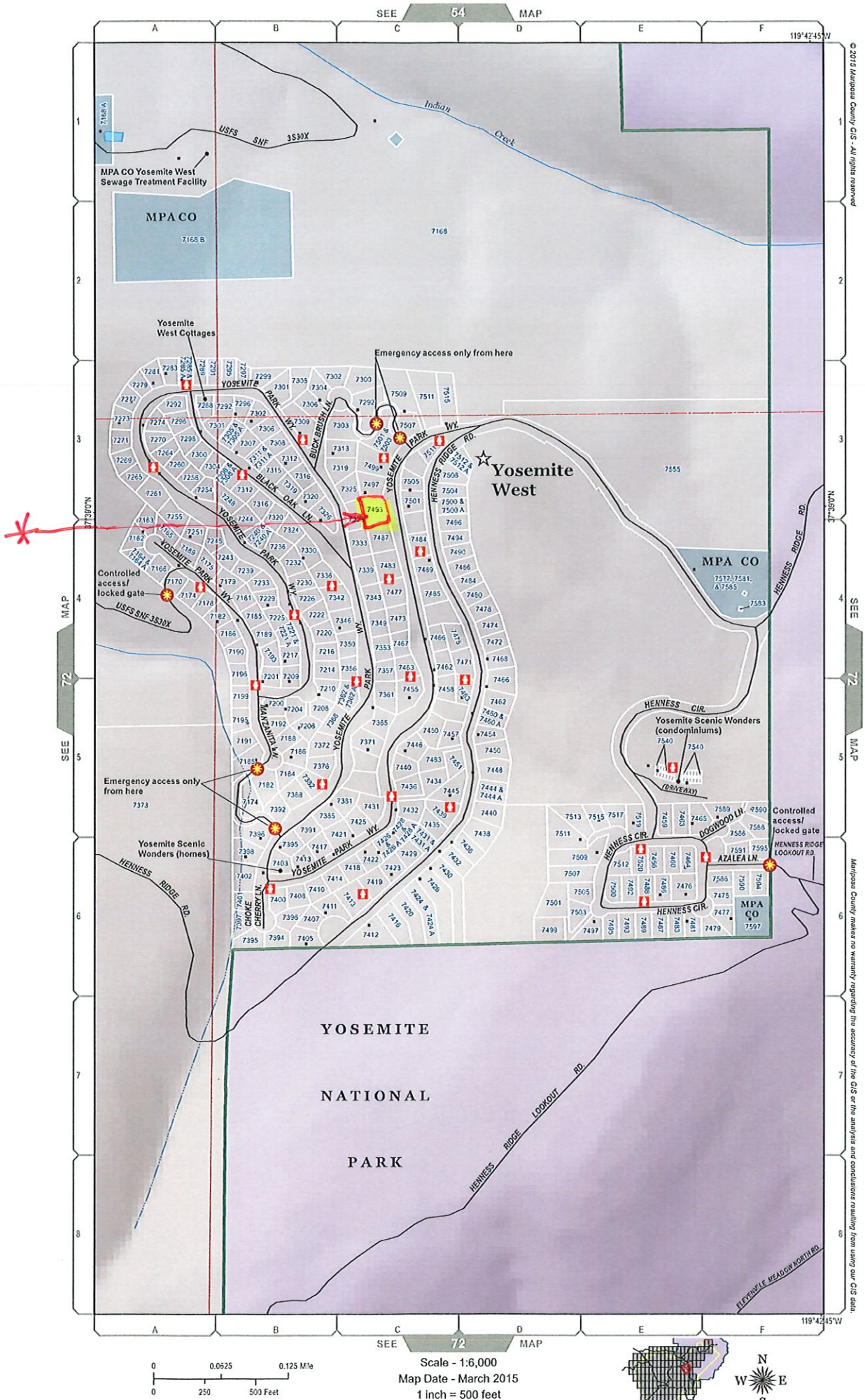
None

ATTACHMENTS

1. **VicinityMap**
2. **Map1511shts1&6**
3. **PGE letter**
4. **ATT letter**
5. **SitePLan**
6. **Final - Notice of Public Hearing - Vacation of Public Right of Way**
7. **Board resolution Summary Vacation**
8. **Exhibit A ROW**
9. **Exhibit B PUE**
10. **Exhibit C CoC BoS packet**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser



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Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

MAP NO. 1511

MAP OF
YOSEMITE WEST UNIT 1
MARIPOSA COUNTY

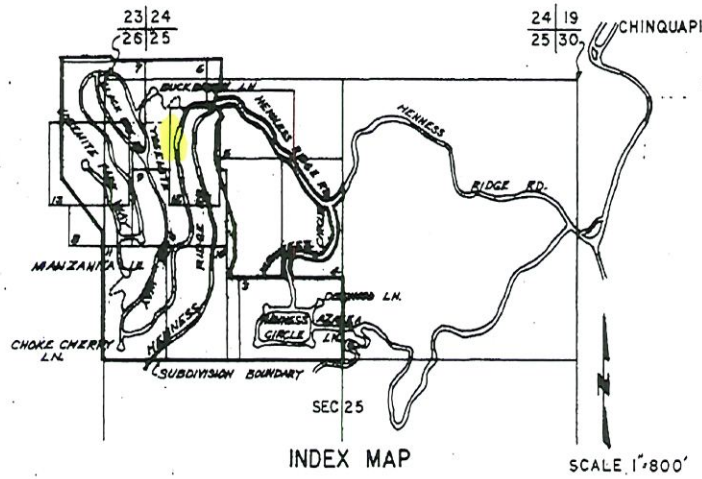
BEING A SUBDIVISION OF A PORTION OF THE N.W. 1/4 OF SEC. 25, THE S.W. 1/4 SEC. 24, THE S.E. 1/4 SEC. 23, AND THE N.E. 1/4 SEC. 26, ALL IN T. 3 S., R. 20E., M.D.B.&M.

ENGINEER'S CERTIFICATE:

I, JAMES W. TOLLADAY, hereby certify that I am a registered Civil Engineer of the State of California, that this map consisting of 14 sheets correctly represents a survey made by me or under my direction in JULY, 1966, that the survey is true and complete as shown, that all monuments of the character shown hereon shall be set on or before SEPT. 30, 1968, in the positions indicated, and that the said monuments will be sufficient to enable the survey to be retraced.

Date SEPT. 2, 1966 James W. Tolladay R.C.E. No. 10990

REGISTERED PROFESSIONAL ENGINEER JAMES W. TOLLADAY No. 10990 civil STATE OF CALIFORNIA



INDEX MAP

SCALE 1"=800'

COUNTY SURVEYOR'S CERTIFICATE:

I, Clyde V. Jones, County Surveyor of the County of Mariposa, State of California, hereby certify that I have examined the map of Yosemite West-Unit 1 and that said subdivision is substantially the same as it appeared on the tentative map, and that all provisions of state laws and local ordinances governing the filing of subdivision maps have been complied with, and that I am satisfied that the same is technically correct.

Date: 30 June 1967 Clyde V. Jones County Surveyor R.C.E. 6888

BASIS OF BEARING

All bearings based on Solar Observation. Taken on April 15, 1966.

LEGEND

- ○ Monuments found as described
- ● Monuments set, 3/4" Iron Pipe or 5/8" re-bar where hard ground is encountered
- 15' PUE — Public Utility Easement and road slope encroachment
- Blue line indicates Subdivision Boundary
- (197) Refers to curve data
- N 93°36'37" W R Indicates line is radial
- Drainage Swales

RECORDER'S CERTIFICATE:

Recorded at the request of Yosemite Highlands Inc. at 45 minutes past 9:00 AM on the 1st day of August, 1967, in the office of the County Recorder of the County of Mariposa, State of California, in book of maps at page 1511.

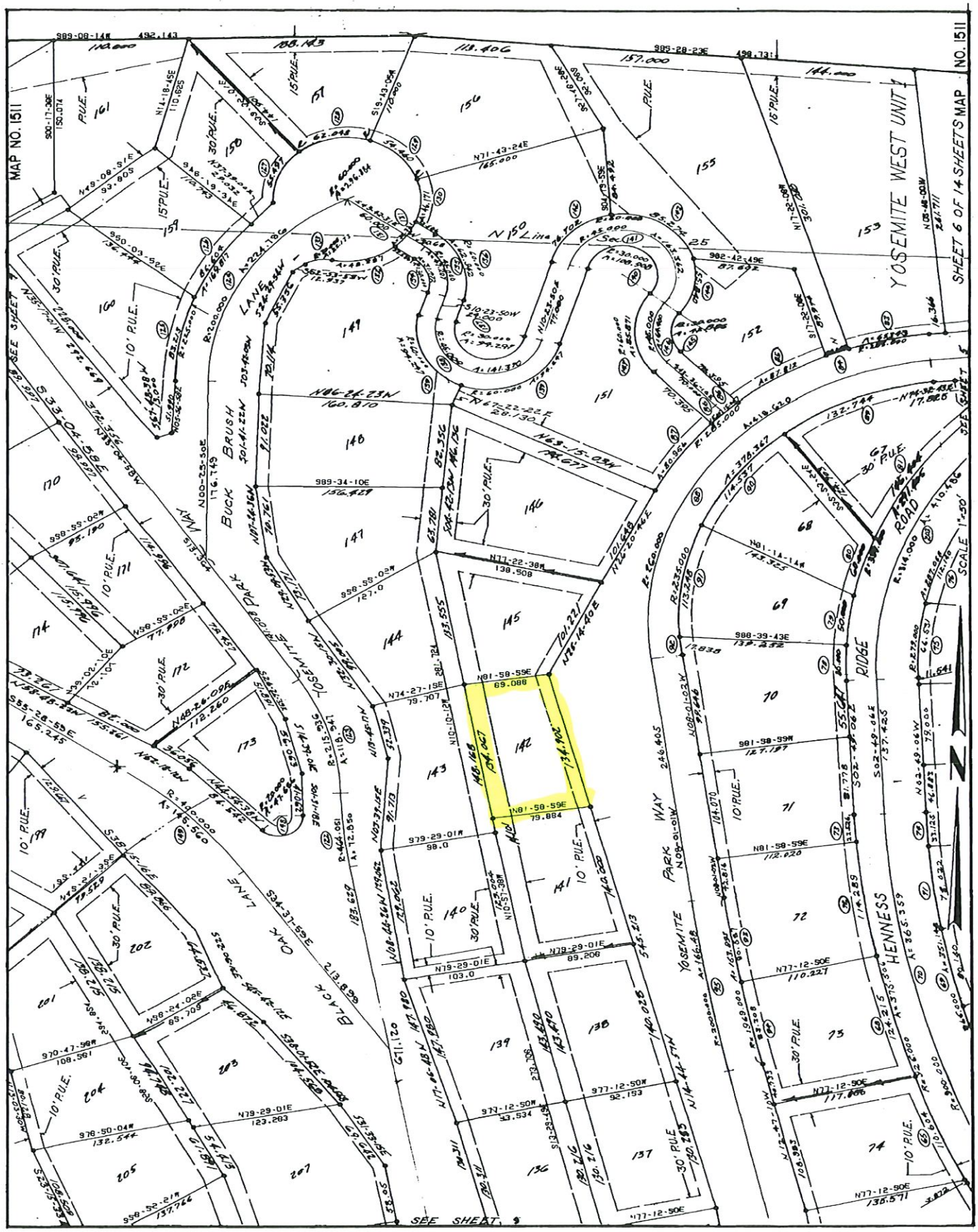
Fee: $31.00

Harold J. Rowney
County Recorder

By Barbara L. Ayer
Deputy

SHEET 1 OF 14 SHEETS

MAP NO. 1511


MAP NO. 1511
SHEET 6 OF 14 SHEETS MAP NO. 1511
YOSEMITE WEST UNIT 1
SEE SHEET 5
SEE SHEET 7
SEE SHEET 9
SCALE 1"=50'
BUCK BRUSH LANE
YOSEMITE RANCH ROAD
OAK LANE
BLACK OAK RIDGE
PARK WAY
HENNESS ROAD
N 150 Line
Sec 141
Sec 142
Sec 143
Sec 144
Sec 145
Sec 146
Sec 147
Sec 148
Sec 149
Sec 150
Sec 151
Sec 152
Sec 153
Sec 154
Sec 155
Sec 156
Sec 157
Sec 158
Sec 159
Sec 160
Sec

Pacific Gas and Electric Company®

Land Services

650 "O" Street, Bag #23
Fresno, CA 93760-0001

June 12, 2019

James Wittkopf
6965 Scott Road
Mariposa, CA 95338

RE: Abandonment of 10' Public Utility Easement-Yosemite West Unit 1-Lot 142

Dear: Mr. Wittkopf

PG&E has no utility facilities within the proposed vacated area of the 10' wide Public Utility Easement along the easterly boundary of Lot 142, as shown on the map of "Yosemite West Unit 1" and recorded as Map No. 1511 in the office of the County Recorder of Mariposa County. Therefore, we do not object to the vacation.

Upon approval of the vacation by the County Board of Supervisors, please send a copy of the Resolution of Vacation to:

Pacific Gas and Electric Company
c/o Mike Galvan
Land & Environmental Management
1455 E. Shaw Ave., Mail Bag #23
Fresno, CA 93710

If you have any questions, please contact me at (559) 263-5649. Thank you for your cooperation.

Sincerely,

Mike Galvan
Land Agent

Sharon Dinnell
Manager, Right of Way,
Caltrans & Public Works

AT&T CALIFORNIA
1116 M Street
Modesto, California 95354

T 209.549.5847
sharon.dinnell@att.com

June 3, 2019

Simon and Heather Shinn
11260 Overland Ave #24F
Culver City, CA 90230

Reference: Existing AT&T facilities
Lot 142 Yosemite West Unit No. 1
Assessor Parcel No. 006-110-009

Pursuant to your recent request to abandon the existing 10' Public Utility Easement (PUE) adjacent to Yosemite Parkway as described above. Our engineer has reviewed our facility maps in this area has determined there are no AT&T facilities located within the existing PUE and have no plans to place future facilities within the Public Utility Easement. Therefore, we have no objection to your request for abandonment of the PUE and proposed Lot Line Adjustment.

Thank you, for your consideration in this matter. Should you need further assistance or have additional questions relative to this matter, please do not hesitate to contact me on (209) 549-5847.

Thank you,

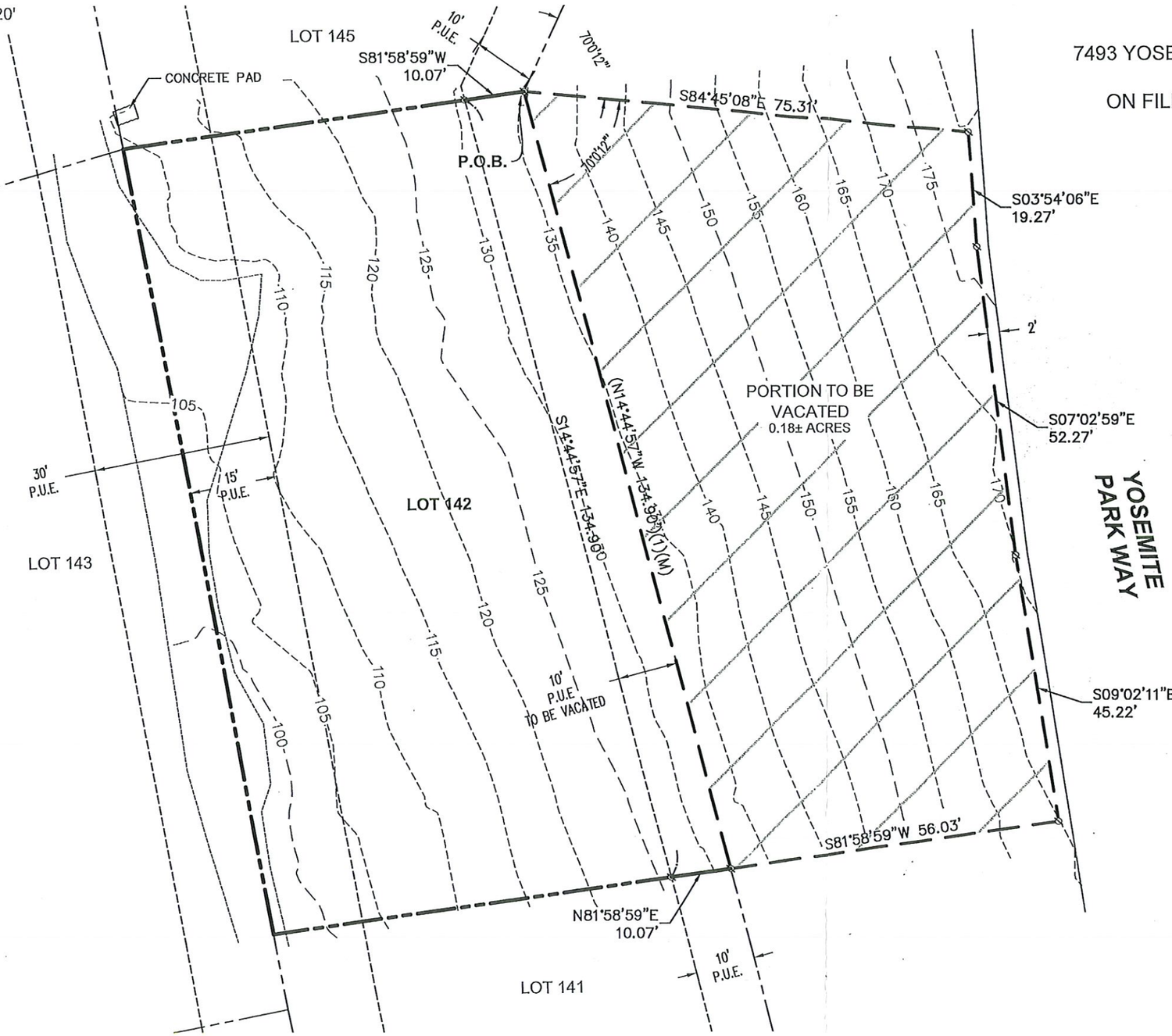
Sharon Dinnell
AT&T Caltrans Coordinator

SITE PLAN

PORTION OF LOT 142
TO BE VACATED

7493 YOSEMITE PARK WAY, YOSEMITE NATIONAL PARK, CA 95389
LOT 142 OF YOSEMITE WEST SUBDIVISION
ON FILE IN BOOK OF MAPS AT PAGE 1511 (SHEET 6), M.C.R.
LOCATED IN SECTION 25, T3S/R20E
APN 006-110-009

SCALE 1"=20'



LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

LEGEND

- DIMENSION POINT
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- EASEMENT TO BE VACATED
- PROPOSED RIGHT OF WAY VACATION

JONES SNYDER & ASSOCIATES
P.O. BOX 2292, OAKHURST, CA 93644
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 05/02/23 BY: EM
FILE:V:\JSA Dropbox\JSA - ActiveJobs\2023\23-079\CAD\Drawings\EX-A.dwg

NOTICE OF PUBLIC HEARING
TO CONSIDER A REQUEST TO VACATE THE PUBLIC RIGHT
TO USE A PORTION OF YOSEMITE PARKWAY

NOTICE IS HEREBY GIVEN that on Tuesday, July 1, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, the Mariposa County Board of Supervisors will conduct a public hearing, pursuant to Division 9, Part 3 of the California Streets and Highways Code (Public Streets, Highways and Service Easements Vacation Law), in the Board Chambers of the Mariposa County Government Center, located at 5100 Bullion Street, Mariposa, California.

During that hearing, the Board will consider a request to vacate the public right to use a portion of Yosemite Parkway easements fronting Lot 142 of the Yosemite West Unit 1 Subdivision, situated in a portion of Section 25, T.3 S., R.20 E., M.D.M., being located along the easterly boundary of said Lot 142, being assigned Assessor's Parcel No. 006-110-009 and the address of 7493 Yosemite Parkway.

That portion of Yosemite Parkway Road access and public utility easements proposed for vacation were created by that certain Map entitled "Yosemite West Unit 1," filed August 1, 1967, in the Book of Maps on Page 1511. Mariposa County Records.

Interested persons may appear in person at that time and place to provide comments or may listen and provide public comments by phone by calling 1 (929) 352-1921; Access Code 219-755-130#.

Written comments may also be submitted and should be directed to the Clerk of the Board of Supervisors at 5100 Bullion Street, PO Box 784, Mariposa, California 95338, or via email to Board-Clerk@mariposacounty.org. The Board of Supervisors will consider all written comments received prior to the posted hearing date.

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. _____

A Resolution for Summary Vacation of a portion of the Public Road and Utility easement in the Yosemite West Subdivision

WHEREAS, a written request has been submitted by Simon Shin, owner of Lot 142, to vacate a portion of the public road and service easements within Yosemite Parkway in the Yosemite West Unit 1 Subdivision; and,

WHEREAS, these easements were originally required as a condition of approval for Major Subdivision Application 3-23-66. Said easements are shown on Map 1511 recorded August 1, 1967,Mariposa County Records; and

WHEREAS, the public use for streets, avenues and easements was offered and accepted with the recordation of the Map of Yosemite West Unit 1, recorded August 1, 1967 in the Book of Maps at Page 1511; and

WHEREAS, Streets and Highways Code section 8333 allows summary vacation of a public service easement when the easement has been determined to be excess by the easement holder and there are no other facilities located within the easement; and

WHEREAS, Streets and Highways Code section 8334 allows summary vacation of excess right-of-way of a street not required for street or highway purposes; and

WHEREAS, the public service easement to be vacated has no public utilities within the easement, letters of verification on file with Public Works; and

WHEREAS, the public road easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other facilities located within the easement; and

WHEREAS, the purpose is to relocate frontage boundary of Lot 142, so that proposed improvements for a parking structure are within private ownership of the adjusted boundaries of Lot 142 and outside of the public use; and

WHEREAS, this action is required for the owner to proceed with the submittal of a proposed building application; and

WHEREAS, those portions of the easements proposed to be vacated have not been used for the purpose for which the easements were dedicated or acquired for five consecutive years immediately preceding the proposed summary vacation.

NOW, THEREFORE, BE IT RESOLVED, by the Mariposa County Board of Supervisors, a political subdivision of the State of California, that the Board hereby determines and orders as follows;

1. The County of Mariposa, by and through its Board of Supervisors, summarily vacates the public service easement and the right of way described in this resolution pursuant to Streets & Highways Code, Division 9 Chapter 3, Sections 8333 and 8334.
2. The public road easement hereby summarily vacated is described in Exhibit "A" and the public service easement to be summarily vacated is described in Exhibit "B": attached hereto, and by reference, made a part hereof.
3. The approval of the easement abandonment is conditioned upon the applicant completing the application for a Certificate of Compliance which describes the resultant adjusted Lot 142. Upon receipt by the Public Works Department of the recorded Certificate of Compliance, as described in Exhibit C, this Resolution will become effective.
4. A certified copy of this Resolution shall be recorded in the office of the Mariposa County Recorder by the Clerk of the Board, and upon such recordation, the easement hereby summarily vacated shall no longer constitute a street highway or public service easement.

ON MOTION BY Supervisor, _____ seconded by Supervisor, _____ this resolution is duly passed and adopted this 1st day of July, 2025 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall, County Counsel

February 26, 2025
ROW Vacation

Exhibit "A"

A tract of land situated in a portion of Section 25, Township 3 South, Range 20 East, Mount Diablo Base and Meridian, County of Mariposa, State of California, said tract of land being a portion of Yosemite Park Way as said Yosemite Park Way is delineated on the "Map of Yosemite West Unit 1" filed August 1, 1967 in Book of Maps at Page 1511, Mariposa County Records, said portion of said Yosemite Park Way being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 142 as said Lot 142 is delineated on said map; thence S85°14'59"E a distance of 72.18 feet; thence S03°54'06"E a distance of 20.47 feet; thence S07°02'59"E a distance of 52.41 feet; thence S09°02'11"E a distance of 37.98 feet; thence S73°24'12"W a distance of 53.39 feet to the Southeast corner of said Lot 142; thence, N.14°44'57"W, along the east line of said Lot 142, a distance of 134.73 feet, more or less, to the POINT OF BEGINNING.

Said tract of land contains 0.17 acres, more or less, and is subject to any easements of record or legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham
Date June 11, 2025



JOB#23-079

February 26, 2025
POR. APN: 006-110-0090
P.U.E. Vacation

Exhibit "B"

A tract of land situated in a portion of Section 25, Township 3 South, Range 20 East, Mount Diablo Base and Meridian, County of Mariposa, State of California, said tract of land being one in the same as that certain 10' wide "P.U.E." easement situated in a portion of Lot 142 as said Lot 142 and said "P.U.E." are delineated on that certain map entitled "Yosemite West Unit 1" filed August 1, 1967 in Book of Maps at Page 1511, Mariposa County Records, said tract of land being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 142; thence S82°52'42"W, along the northerly line of said Lot 142, a distance of 10.09 feet; thence, leaving said northerly line, S14°44'57"E a distance of 134.75 feet to a point on the Southerly line of said Lot 142; thence N82°46'59"E, along said southerly line, a distance of 10.09 feet to the Southeast corner of said Lot 142; thence N14°44'57"E, along the easterly line of said Lot 142, a distance of 134.73 feet, more or less, to the POINT OF BEGINNING.

The above described tract of land contains 0.03 acres, more or less, and is subject to any easements of record or legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham
Date June 11, 2025



JOB#23-079

February 26, 2025
POR. APN: 006-110-0090

Exhibit "C"

All that certain real property in the County of Mariposa, State of California, described as follows:

Lot 142 as said Lot 142 is delineated on that certain map entitled "Yosemite West Unit 1", filed August 1, 1967 in Book of Maps at Page 1511, Mariposa County Records.

TOGETHER WITH A tract of land being a portion of Yosemite Park Way as said Yosemite Park Way is delineated on said Map of Yosemite West Unit 1, said portion of said Yosemite Park Way being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 142 as said Lot 142 is delineated on said map; thence S85°14'59"E a distance of 72.18 feet; thence S03°54'06"E a distance of 20.47 feet; thence S07°02'59"E a distance of 52.41 feet; thence S09°02'11"E a distance of 37.98 feet; thence S73°24'12"W a distance of 53.39 feet to the Southeast corner of said Lot 142; thence, N.14°44'57"W, along the east line of said Lot 142, a distance of 134.73 feet, more or less, to the POINT OF BEGINNING.

Said certain real property contains 0.39 acres, more or less, and is subject to any easements of records of legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham
Date June 11, 2025



JOB#23-079

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-274

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Note Purchase Contract, the Mariposa County Note 2025 in the Amount of $3,168,010; Approve Letter of Representations for the Sale of the Note to the County Treasurer for the Purchase of a Heating, Ventilation, and Air Conditioning (HVAC) System for the Adult Detention Facility at 5379 Highway 49N; Authorize the Board of Supervisors Chair to Sign all Documents Pertaining to the Financing Thereof (Subject to Approval as to Legal Form); and Approve a Budget Action Establishing a Fund in which Payments Will be Made for the Adult Detention HVAC System ($3,168,010) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve the Note Purchase Contract, the Mariposa County Note 2025 in the Amount of $3,168,010; Approve Letter of Representations for the Sale of the Note to the County Treasurer for the Purchase of a Heating, Ventilation, and Air Conditioning (HVAC) System for the Adult Detention Facility at 5379 Highway 49N; Authorize the Board of Supervisors Chair to Sign all Documents Pertaining to the Financing Thereof (Subject to Approval as to Legal Form); and Approve a Budget Action Establishing a Fund in which Payments Will be Made for the Adult Detention HVAC System ($3,168,010) (4/5ths Vote Required).

Staff have been directed to pursue the purchase of a Heating, Ventilation, and Air Conditioning (HVAC) System for the Adult Detention Facility at 5379 Highway 49N. This project will include all labor and materials, engineering for electrical system upgrades, a new generator, a main switchgear, a transformer, and HVAC improvements to replace existing mechanical equipment, including related duct and diffuser modifications.

To finance the project, staff recommend selling a note to the County Treasury for $3,168,010. The note would carry an interest rate of 4.375% and a term of sixty (60)
months. The annual principal payment would be $633,602. Interest is amortized over the loan term. The interest rate available through this note is positive for both the County and the Treasury. For the County, the rate is lower and more affordable than staff would be able to secure from a private institution. For the Treasury, the rate is higher than most of its other investments are able to achieve.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-67: Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of

Supervisors Chair to Sign the Task Order.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The Board could direct staff to find alternate financing or no longer pursue the purchase of the HVAC system. The County has received several complaints, however, and could face more significant penalties if the HVAC system is not addressed.

FINANCIAL IMPACT

The County will incur debt in the amount of $3,168,010 at an interest rate of 4.375% as specified in the attached Note. Payments will commence, if approved, on July 1, 2026.

ATTACHMENTS

1. **County Note Jail HVAC 2025**
2. **Jail HVAC FY26**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

NOTE PURCHASE CONTRACT

This NOTE PURCHASE CONTRACT, dated July 1, 2025 (the "Note Purchase Contract"), between the County of Mariposa (the "County"), a Local Government, duly organized and existing under the laws of the State of California (the "State"), and the Mariposa County Treasurer (the "Note Holder").

WITNESSETH:

WHEREAS, the County is responsible for housing various departments for the benefit of the people of the County; and

WHEREAS, the County will incur costs in connection with the purchase of a new Heating, Ventilation, and Air Conditioning (HVAC) System for the Adult Detention Facility (the "System"), and desires to finance these costs; and

WHEREAS, the County has resolved to issue a note, the Mariposa County Note Jail HVAC 2025 (the "Note") and has offered to sell the Note to the Note Holder; and

WHEREAS, the Note Holder has determined that the Note is an appropriate investment for the funds held in the Mariposa County Treasurer's Investment Pool and is willing to purchase the Note on the terms and conditions set forth herein; and

WHEREAS, in order to induce the Note Holder to purchase the Note on such terms and conditions, the County has delivered to the Note Holder that certain Letter of Representations of the County (the "Letter of Representations"), dated hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined shall have the meaning set forth in Appendix A attached hereto.

2. Terms of Note. The Note shall be issued in physical form in a face amount of $3,168,010 and shall mature on July 1, 2031. The Note is attached hereto as Appendix B and shall be executed by an authorized representative of the Board of Supervisors, and attested by the Clerk of the Board.

The principal amount of the Note as of any given date shall be equal to (i) the total amount advanced by the Note Holder less any Principal Prepayment in accordance with the terms of this Note Purchase Contract, provided the principal amount shall at no time exceed $3,168,010. The Note Holder shall maintain accurate records with respect to the principal amount of the Note from time to time outstanding.

3. Representations, Warranties, Covenants and Agreements of the County. The County hereby represents, warrants and covenants to and agrees with the Note Holder that:

(a) The County is duly organized and existing under the laws of the State of California, and has full legal right, power and authority to (i) execute and deliver this Note Purchase Contract, (ii) issue the Note and sell and deliver the Note to the Note Holder on the terms and conditions set forth in this Note Purchase Contract, (iii) perform its obligations under this Note Purchase Contract, and (iv) the person or persons signing any and all documents associated with this agreement has full authority to sign on behalf of the County;

(b) July 1st, 2025, the Board will be asked to review and approve an agreement with Bobo Construction to execute the project and another with KPA Group for construction management services. This project will include all labor and materials, engineering for electrical system upgrades, a new generator, a main switchgear, a transformer, and HVAC improvements to replace existing mechanical equipment, including related duct and diffuser modifications. This grant of authority authorized the Chairperson to approve the issuance, sale and delivery of the Note, duly authorize and approve the execution and delivery of this Note Purchase Contract, duly authorize and approve the performance by the County of its obligations contained in, and the taking of any and all actions as may be necessary to carry out, give effect to and consummate the transactions contemplated by, the Note and this Note Purchase Contract;

(c) The Note has been duly and validly issued by the County and this Note Purchase Contract has been duly executed and delivered by the County and the Note and this Note Purchase Contract constitute valid and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and to general principals of equity;

(d) The County is not in breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, certificate, contract, agreement or other instrument to which the County is a party or is otherwise subject; the execution and delivery of this Note Purchase Contract, the Note and the other instrument contemplated by any of such documents to which the County is or will be a party and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, certificate, contract, agreement or other instrument to which the County is a party or is otherwise subject or bound;

(e) No litigation is pending in any court or before any tribunal or administrative agency or, to the knowledge of the County, threatened in any way affecting the existence of the County or the titles of the members of its Board or officers of the County to their respective offices, or seeking to retrain or enjoin the issuance, sale or delivery of the Note, the pledge of the County's finances or in any way contesting or affecting the validity or enforceability of the Note or this Note Purchase Contract or the powers of the County or its authority to perform its duties under this Note Purchase Contract;

(f) All of the information provided by the County to the Note Holder in connection with the negotiation of the terms and the execution and delivery of the Note Purchase Contract is true, correct and complete in all material respects;

(g) The County will punctually pay the principal of and interest on the Note in strict conformity with the terms thereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained in the Note and in this Note Purchase Contract required to be observed and performed by it, and will not terminate this Note Purchase Contract for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Note Holder to observe or perform any agreement, conditions, covenant or term contained herein required to be observed and performed by it, whether express or implied;

(h) The County will preserve and protect the security hereof and the rights of the Note Holder to the payment of principal of and interest on the Note and will warrant and defend such rights against all claims and demands of all persons;

(i) The County will, so long as the Note remains outstanding, apply amounts as provided herein;

(j) The County will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to repayment of the Note, which records shall be available for inspection by the Note Holder at reasonable hours and under reasonable conditions;

(k) Promptly upon learning of such occurrence, the County shall provide written notice to the Note Holder of the occurrence of any of the following;

i. Discovery that a representation or warranty made by the County in this Note Purchase Contract or the Letter of Representations is inaccurate in any material respect;

ii. Any material breach by the County under this Note Purchase Contract or the Letter of Representations;

iii. The filing of any claim or suit, or the threat of any litigation, or the commencing of any administrative proceedings against the County respecting the Note, this Note Purchase Contract, the Letter of Representations or (if such claim, suit, litigation, or proceeding could materially adversely affect the interest of the Note Holder or the security for the Note) or the Project; or

(l) The County will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Note Holder of the rights and benefits provided to it herein; and

(m) Any certificate signed by the Chairman of the Board of Supervisors, the County Administrative Office or Clerk of the Board, or any other authorized representative of the County shall be deemed a representation and warranty by the County to the Note Holder as to the statements made therein.

4. Annual Appropriations

Notwithstanding anything contained in this agreement to the contrary, in the event the funds appropriated by County's governing body or otherwise available by any means whatsoever in any fiscal period of County for payments or other amounts due under this agreement are insufficient therefore, this agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever, except to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The County will immediately notify the Note Holder of such occurrence. In the event of such termination, the County acknowledges and expressly agrees that the Note Holder may, nonetheless, exercise its remedies set forth in Section 5 of this Note Purchase Contract.

5. Default, Events and Remedies.

(a) The following shall constitute an Event of Default of the County's obligations under the Note, the Note Purchase Contract and the Letter of Representations:

i. Nonpayment of interest and/or principal when due;

ii. Default shall be made by the County in the performance of any of the other agreements or covenants contained in the Note or in this Note Purchase Contract, or the Letter of Representations, which shall have continued for a period of thirty days after the County shall have been given notice in writing of such default by the Note Holder;

iii. Any representation or warranty made by the County in this Note Purchase Contract, or the Letter of Representations shall be untrue or incorrect in any material respect when made or deemed made, and not promptly corrected; or

iv. If the County shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court or competent jurisdiction shall approve a petition filed with or without the consent of the County seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the County or of the whole or any substantial part of its property.

(b) Upon the occurrence of default the Note Holder may:

i. Present a claim against the County's account against the County's current fiscal year revenues held in the County Treasury, to direct the Auditor to make such distributions to the Note Holder as may be required to satisfy any defaulted amount;

ii. Attach the County's account of any of the County's Funds held in the County Treasury, and direct the Auditor and/or the Treasurer to make such distributions to the Note Holder as may be required to satisfy any defaulted amounts;

iii. Bring suit by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the County or any member of the County, Board of Supervisors, officer or employee, in their official capacity with the County, thereof, and to compel the County or any such member of the County, Board of Supervisors, officer or employee to perform and carry out its duties under agreements and covenants required to be performed by it or him or her contained herein;

iv. Bring suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Note Holder.

(c) Nothing in this Section 5 or in any other provision hereof shall affect or impair the obligation of the County, which is absolute and unconditional, to pay the principal of and interest on the Note when due as provided herein, or shall affect or impair the right of the Note Holder, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Note Holder shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract, and no delay

or omission by the County to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy accruing or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Note Holder by applicable law or by this article may be enforced and exercised form time to time and as often as shall be deemed expedient by the Note Holder.

(d) No remedy herein conferred upon or reserved to the Note Holder is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by applicable law.

(e) If an Event of Default shall exist under the Note or this Note Purchase Contract and the Note Holder employs attorneys or consultants or incurs other expenses for the collection of any amounts due on the Note or hereunder, or for the enforcement of performance of any obligation or agreement on the part of the County under the Letter of Representations, the County shall upon demand pay to the Note Holder reasonable fees, whether suit be brought or not, of such attorneys or consultants and such other expenses so incurred.

6. Expenses. The Note Holder shall have no obligation to pay, and the County shall pay or cause to be paid, all expenses incident to the execution and delivery of this Note Purchase Contract, the Note issuance, sale, and delivery of the Note, and all expenses incident to the performance of the County's obligations under this Note Purchase Contract.

7. Amendment; Emergency.

(a) Except as otherwise specifically provided in this Note Purchase Contract, this Note Purchase Contract may not be amended, changed, modified, altered or terminated without the written consent of both the Note Holder and the County.

(b) Upon the occurrence of an Emergency, the Note Holder and the County will negotiate in good faith such amendments to this Note Purchase Contract and the Note as shall be necessary to address such Emergency; provided, no such amendment shall materially adversely affect the interests of the Note Holder or the security for the Note without the consent of the Note Holder, which consent shall be given in the Note Holder's sole and absolute discretion.

8. Miscellaneous.

(a) No member of the Board of Supervisors, officer or employee of the County, in their individual capacity with the County shall be personally liable for the payment of the principal of or interest on the Note, but nothing contained herein shall relieve any member of the Board of Supervisors, officer or employee of the County from the

performance of any official duty provided by any applicable provisions of law or hereby.

(a) The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, convenience or effect hereof, and works of any gender shall be deemed and construed to include all genders. All references herein to "Sections" and paragraphs are to the corresponding sections or paragraphs hereof; and the words "hereby," "herein," hereto," "herewith," "hereunder," and words of similar import refer to this Note Purchase Contract as a whole and not to any particular article, section, subdivision or clause hereof.

(d) Whenever either the Note Holder or the County is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Note Holder or the County, and all agreements and covenants required hereby to be performed by or on behalf of the Note Holder or the County shall bind and inure to the benefit of the respective successors thereof whether so express or not.

(e) Except as provided in paragraph (d), nothing contained herein, express or implied, is intended to give to any person other than the Note Holder, the County and their assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Note Holder, the County and their assigns.

(f) This Note Purchase Contract and the Note constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Note Holder and the County with respect to the subject matter hereof.

(g) If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Note Holder or the County shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof, and the Note Holder and the County hereby declare that they would have executed this Note purchase Contract and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

(h) Note Holder's approval of any matter in connection with this Note Purchase Contract and the Note is for the sole purpose of protecting the security and rights of the Note Holder. No such approval will result in a waiver of any default of the County. In no event may the Note Holder's approval be a representation of any kind with regard to the matter being approved.

(i) Any payment or act required to be done or made on a day that is not a Business Day shall be done or made on the next succeeding day that is a Business Day with the same force and effect as if it had been done on the date originally scheduled for such payment or act.

(j) This Note Purchase Contract shall be governed exclusively by and construed in accordance with the applicable laws of the State of California.

(k) All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other part in writing from time to time, namely:

If to the Note Holder:

Mariposa County Treasurer-Tax Collector
PO Box 36
Mariposa, CA 95338

If to the County:

County Administrative Officer
PO Box 784
Mariposa, CA 95338

(l) It is agreed and acknowledged by the parties hereto that the provisions of this Note Purchase Contract have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to review the provisions of this Note Purchase Contract and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Note Purchase Contract.

(m) This Note Purchase Contract shall be in full force and effect from the date hereof until such time as the Note shall have been fully paid. Time is of the essence in the Note Purchase Contract.

(n) The Note Holder will keep appropriate records regarding the Note, this Note Purchase Contract and the transactions hereunder, which records shall be available for inspection by the County at reasonable hours an under reasonable conditions.

IN WITNESS WHEREOF, the County and Note Holder have executed this Note Purchase Contract as of the date first written above.

NOTE HOLDER

By:_____
Courtney Progner Morrow
Mariposa County Treasurer

COUNTY of Mariposa

By: _____
Rosemarie Smallcombe, Chairperson

Appendix A

Business Day

"Business Day" means any day that both the County and the County of Mariposa are normally open for business as declared by their respective governing boards, and the Federal Banking System open for money transactions.

Closing Date

"Closing Date" means July 1, 2025

Dated Date

"Dated Date" means July 1, 2025

Event of Default

"Event of Default" means the failure by the County to pay interest or to pay scheduled principal on the Note on the maturity date, or any event defined in Section 5.

Maturity Date

"Maturity Date" means July 1, 2030

Principal Prepayment Date

"Principal Prepayment Date" means any date prior to July 1, 2030, wherein the County makes a payment to the Note Holder applicable to repayment of principal advanced in whole or in part.

APPENDIX B

Name of: County
Note Jail HVAC, 2025

Dated Date: July 1, 2025 Maturity Date: July 1, 2030

Registered Owner: Mariposa County Treasurer

Face Amount (Maximum Principal Amount): Three Million One Hundred Sixty Eight Thousand and Ten Dollars ($3,168,010)

The County of Mariposa (the "County") is a Local Government, duly organized and existing under the laws of the State of California (the "State"), for value received, hereby promises to pay, subject only to the provisions of that certain Note Purchase Contract dated July 1, 2025. (the "Note Purchase Contract"), between the County and the Mariposa County Treasurer (the "Note Holder"), providing for the allocation and application of amounts received and held by the County, by wire transfer or deposit to an account specified by the Note Holder, the principal amount hereof, on the date described below, with interest on the unpaid principal balance hereof at the rates determined as described below and on the dates described below (each date as "Maturity Date"), in lawful money of the United States of America. Unless defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Note Purchase Contract.

Pledge; Limited Obligation

To secure the payment of principal of and interest on this Note, the County hereby agrees that it will promptly pay its obligations hereunder subject to annual appropriation of funds. Notwithstanding anything contained in this Agreement to the contrary, in the events the funds appropriated by the County's governing body or otherwise available by any means whatsoever in any fiscal period of County for payments or other amounts due under this agreement are insufficient therefore, this agreement shall terminate on the last day of the fiscal period for which appropriations were received. The County will immediately notify the Note Holder of such occurrence. The County acknowledges that the Note Holder will have the right to pursue its remedies to recover any amounts remaining unpaid, as described more fully in the Note Purchase Contract dated July 1, 2025

Neither the faith and credit nor the taxing powers of the State, any public agency or any political subdivision of the State is pledged for the purpose of repayment of the principal or interest on this Note. Neither the Board of Supervisors, nor any person executing this Note shall be personally liable on this Note by reason of its issuance. The County Board of Supervisors members, and any officer or employee of the County, in their individual capacity with the County, shall not be personally liable for any obligations set forth herein, including the repayment of principal of or interest on this Note, or in respect of any undertakings by the County under the Note Purchase Contract.

Interest

Interest on the Note shall be due and payable at the interest rate determined as set forth in Table 1 below, which is attached hereto and incorporated fully into the Note.

From the Dated Date of this Note through the Maturity Date, the Note shall bear interest on the outstanding principal balance at the rate of 4.375%. The amount of interest due and payable on the Maturity Date will be computed on the actual/360 day count basis for the number of days elapsed.

In the event the County prepays any or all principal due under the Note, the County shall also pay interest from the Dated Date to the date such prepayment is made. Interest will continue to accrue on any unpaid principal thereafter outstanding.

Principal

The principal amount of this Note as of any given date shall be equal to the total amount advanced by the Note Holder less any Principal Prepayment in accordance with the terms of the Note Purchase Contract as principal on this Note.

Principal on this Note shall be due and payable as set forth in Table 1, below.

Prepayment of Principal

Principal on this Note may be prepaid at the option of the County, in whole or in part, without premium or penalty, on any date upon the County giving a minimum of two business days' advance written notice to the Note Holder that the County shall make a prepayment. The amount available for prepayment of principal and accrued interest on the prepayment amount shall be specified in such written notice. Prepayment of principal by the County shall be in the amount of $1000.00 or greater, unless the amount is the remaining balance for payment in full.

Upon written receipt of such notice, the Note Holder shall calculate the amount to be applied to outstanding principal and the amount of accrued interest and thereby notify the County of such amounts within one business day of receipt of the notice of prepayment from the County.

Incorporation of Note Purchase Contract

All of the agreements, covenants, conditions, limitations, provisions and stipulations contained in the Note Purchase Contract are hereby made a part of this Note to the same extent and with the same effect as if they were fully set forth herein.

Actions and Remedies Upon Default

Upon the occurrence of a Default, the Note Holder may take any or all of the actions authorized by the Note Purchase Contract. In the event of a Default, all principal and interest amounts due together with any attorney's fees incurred by the Note Holder in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Note Purchase Contract, notwithstanding anything to the contrary therein and payment thereof may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in this Note or the Note Purchase Contract.

The remedies of the Note Holder, as provided herein and in the Note Purchase Contract, may be pursued at the sole discretion of the Note Holder and may be exercised as often as occasion therefore shall occur. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Note Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Note Holder and then only to the extent specifically set forth in the waiver.

A waiver with reference to one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy as to a subsequent event.

Registration; Transfer Only to Legal Successor

This Note is transferable upon the books of the County by the registered Note Holder hereof in person or by its attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the County, duly executed by the registered Note Holder or its duly authorized attorney; provided, this Note may be transferred only to a legal successor of the Note Holder. Upon such transfer, the County will note the date of registration and the name and address of the newly registered Note Holder on the books of the County. The County may deem and treat the person in whose name this Note is last registered upon the books of the County as the absolute owner hereof for the purpose of payments so made to the registered Note Holder or upon such Note Holder's order shall be valid sums so paid, and the County shall not be affected by any notice to the contrary.

It is intended that this Note is made with reference to and shall be construed as a contract governed by the laws of the State of California.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen and be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the County has caused this Note to be executed and attested on its behalf by the manual signatures of its duly authorized officers, all as of the date first set forth above.

By: _____
Rosemarie Smallcombe, Chairperson

ATTEST:

_____
Clerk of the Board

TABLE 1

DEBT SERVICE SCHEDULE

Principal Amount Due	Due Date	Interest Amount Due	Principle/Int Due Sept
$633,602.00	7/1/2026	$138,600.44	$772,202.44
$633,602.00	7/1/2027	110,880.35	744,482.35
$633,602.00	7/1/2028	83,160.26	716,762.26
$633,602.00	7/1/2029	55,440.18	689,042.18
$633,602.00	7/1/2030	27,720.09	661,322.09
$3,168,010.00		$415,801.31	$3,583,811.31

APPENDIX C
Letter of Representations

October 25, 2022

Courtney Progner Morrow
Mariposa County Treasurer
PO Box 36
Mariposa, CA 95338

Re: Mariposa County Note Tyler 2022

Dear Ms. Morrow:

We hereby deliver this letter to you in connection with your execution of a Note Purchase Contract (the "Note Purchase Contract"), dated October 25, 2022, pursuant to which the County has agreed to sell the above referenced Note (the "Note") to you, as Note Holder, which Note will be held as an investment in the Mariposa County Treasurer's Investment Pool in which are invested the funds of a number of public agencies, including school districts, the County and special districts, serving the residents of Mariposa County.

The County has read and is familiar with the terms of the Note Purchase Contract, and, unless otherwise defined in this letter, capitalized terms used herein which are defined in this Note Purchase Contract shall have the respective meanings therein specified.

In order to induce you to enter into this Note Purchase Contract, and to purchase the Note as therein contemplated, and to provide assurances to the investors in the Mariposa County Treasurer's Investment Pool, the undersigned, Chairperson of the Board of Supervisors (the "County"), hereby represents, warrants and covenants to you that:

(a) The County is a political subdivision of the State, and has full legal right, power and authority to (i) execute and deliver this Letter of Representations, and (ii) perform its obligations under this Letter of Representations;

(b) The County has duly authorized and approved the performance by the County of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, this Letter of Representations;

(c) This Letter of Representations has been duly executed and delivered by the County and constitutes valid and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other

similar laws affecting the enforcement of creditors' rights generally and to general principles of equity;

(d) The County is not in breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative instrument to which the County is a party or is otherwise subject, which breach or default could materially adversely affect the ability of the County to perform its obligations under this Letter of Representations; the execution and delivery of this Letter of Representations is or will be a party and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note resolution, certificate, contract, agreement or other instrument to which the County is a party or is otherwise subject or bound;

(e) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction that would constitute a condition precedent to the performance by the County of its obligations under this Letter of Representations have been obtained and are in full force and effect;

(f) The County is in compliance, in all material respects, with the County Resolution, and this Letter of Representations;

(g) No litigation is pending in any court or before any tribunal or administrative agency or, to the knowledge of the County, threatened in any way affecting the existence of the County or the title of the members of its Board of Supervisors, or officers of the County to their respective office, or seeking to restrain or enjoin the issuance, sale or delivery of the Note or the application of the proceeds of the Note or in any way contesting or affecting the validity or enforceability of this Letter of Representations or the powers of the County or its authority to perform its duties under this Letter of Representations;

(h) All of the information provided by the County to the Note Holder in connection with the negotiation of the terms and the execution and delivery of the Note Purchase Contract is true, correct and complete in all material respects;

(i) The County will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be kept, observed and performed by it contained in all contracts affecting or involving the Project to the extent that the County is a party thereto;

(j) Promptly upon learning of such occurrence, the County shall provide written notice to the Note Holder of the occurrence of any of the following:

a. Discovery that a representation or warranty made by the County in this Letter of Representations is inaccurate in any material respect;
b. Any material breach by the County under this Letter of Representations; or

c. The filing of any claim or suit, or the threat of any litigation, or the commencing of any administrative proceedings against the County respecting the Note, or this Letter of Representations;

(k) The County will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and conforming unto the Note Holder of the rights and benefits provided to it herein; and

(l) Any certificate signed by the Board of Supervisors, or of the County Administrative Officer, or any other authorized representative of the County shall be deemed a representation and warranty by the County to the Note Holder as to the statements made therein.

The words "hereby," "herein," "hereto," "herewith," hereunder" and other words of similar import refer to this Letter of Representations as a whole and not to any particular paragraph hereof.

Whenever either the Note Holder or the County is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Note Holder or the County and all agreements and covenants required hereby to be performed by or on behalf of the Note Holder or the County with respect to the Note shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Except as provided in the preceding paragraph, nothing contained herein, express or implied, is intended to give to any person other than the Note Holder and the Note Holder's assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the County shall be for the sole and exclusive benefit of the Note Holder and the Note Holder's assigns.

The Note Purchase Contract and this Letter of Representations constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Note Holder and the County with respect to the subject matter hereof.

Note Holder's approval of any matter in connection with this Note Purchase Contract and the Note is for the sole purpose of protecting the security and rights of the Note Holder. No such approval will result in a waiver of any default of the County. In no event may Note Holder's approval be a representation of any kind with regard to the matter being approved.

All written notices to be given by the County under the terms of the Note Purchase Contract shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as the County may provide to the Note Holder in writing from time to time, namely:

Mariposa County Treasurer
PO Box 36
Mariposa, CA 95338

It is agreed and acknowledged by the County that the provisions of the Note Purchase Contract and this Letter of Representations have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to review the provisions of the Note Purchase Contract and this Letter of Representations and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting the Note Purchase Contract and this Letter of Representations.

This Letter of Representations shall be in full force and effect from the date hereof until such time as the Note shall have been fully paid.

By: _____
Rosemarie Smallcombe, Chairperson

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5583	350	48231	Debt Proceeds		(3,168,010)	
5583	350	70111	Community Office Buildings		3,168,010	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 25/26

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT PLANNING

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-275

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Agreement with Bobo Construction, Inc., for the Adult Detention Facility HVAC Replacement Project in the Amount of $2,696,000; and Authorize the Board Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve Agreement with Bobo Construction, Inc., for the Adult Detention Facility HVAC Replacement Project in the Amount of $2,696,000; and Authorize the Board Supervisors Chair to Sign the Agreement.

The detention facility, located at 5379 Highway 49 North in Mariposa, CA, operates as a Type II facility in compliance with federal and state regulations. Initially constructed in 1994, the facility has experienced ongoing issues with its HVAC system over the years. The rooftop air units have developed persistent leaks, resulting in inconsistent air distribution and flow throughout the system.

Over the past three decades, maintenance staff have made various repairs to prolong the system's life; however, it has now reached the point where a full replacement is necessary. These failures now pose a critical risk to staff, inmates, and facility operations. Immediate replacement of the entire HVAC system is crucial to ensure regulatory compliance, operational reliability, and the well-being of all occupants.

On May 29, 2025, Mariposa County received one qualified bid, deemed responsible and responsive. This project will include all labor and materials, engineering for electrical system upgrades, including a new generator, main switchgear, and transformer. HVAC improvements to replace existing mechanical equipment, including related duct and diffuser modifications.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 11, 2025, Resolution 2025-57, the Board approved the First Amendment to Task Order No. 6 with The KPA Group increasing compensation by $32,680 for a New Amount Not to Exceed $184,660.

On February 20, 2024, Resolution 2024-67, the Board approved Task Order No. 6 with The KPA Group for Mariposa County Detention Facility HVAC Replacement Phase II in the amount of $151,980.

On August 9, 2023, Task Order No. 2 with The KPA Group was approved to start preliminary design

reports for the Adult Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve Mariposa County Adult Detention Facility will continue to have health and safety issues.

FINANCIAL IMPACT

The County will be obtaining a Treasury loan for $3,168,010. The note would carry an interest rate of 4.375% and a term of sixty (60) months.

ATTACHMENTS

1. **Agreement Bobo Construction, Inc. _Adult Dentention Facility HVAC**
2. **Resolution 2025-57**
3. **Resolution 2024-67**
4. **KPA-Task Order No. #2**
5. **Public comment - carpenters union**
6. **Supplemental Attachments from Carpenters Union**
7. **Public comment - Bobo**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
ABSTAIN:	District II Supervisor Shannon Poe

DOCUMENT 00 52 00 AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, **2025,** by and between Bobo Construction, Inc., whose place of business is located at 9722 Kent Street, Elk Grove, CA, 95624 (**Contractor**), and **COUNTY OF MARIPOSA**, a California public entity (**County**), acting under and by virtue of the authority vested in County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____ adopted on the ___ day of _____, **2025,** awarded to Contractor the following Contract:

CONTRACT NUMBER PWEN-5577-2415

Adult Detention Facility HVAC Replacement Project

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

2.01 Work of the Contract

A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

2.02 Price for Completion of the Work

A. County shall pay Contractor the following Contract Sum $2,696,000.00 for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

B. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

ARTICLE 2 COMMENCEMENT AND COMPLETION OF WORK

3.01 Commencement of Work

A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).

B. County reserves the right to modify or alter the Commencement Date.

3.02 Completion of Work

C. Contractor shall achieve Substantial Completion of the entire Work within **100** Days from the Commencement Date.

D. Contractor shall achieve Final Completion of the entire Work **120** Days from the Commencement Date.

ARTICLE 3 PROJECT REPRESENTATIVES

4.01 County's Project Manager

A. County has designated Matiel Holloway as its Project Manager to act as County's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of County, Project Manager is the beneficiary of all Contractor obligations to County including, without limitation, all releases and indemnities

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of County, to accept work, and to make decisions or actions binding on County and shall have sole signature authority on behalf of County.

C. County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other County Representative.

4.02 Contractor's Project Manager and Other Key Personnel

D. Contractor has designated Jaun Barraza as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

E. Contractor has designated the following other Key Personnel for the Project:

County of Mariposa	**Contractor**
Department of Public Works ATTN: Claudia Gonzales 4639 Ben Hur Road, Mariposa, California 95338 (209) 966-5356 cgonzales@mariposcounty.org	Name: Bobo Construction, Inc. ATTN: Travis Nicholas 9722 Kent St., Elk Grove, California 95624 Travis Nicholas tnicholas@boboconstructioninc.com

ARTICLE 4 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

5.01 Liquidated Damage Amounts

A. As liquidated damages for delay, Contractor shall pay County One Thousand Dollars ($2,500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay, Contractor shall pay County One Thousand Dollars ($1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved

5.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 72 00 (General Conditions).

ARTICLE 5 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

5.01 Liquidated Damage Amounts

A. See Document 00 72 00 (General Conditions) Paragraph 11.07.D for liquidated damages provisions pertaining to Key Personnel.

B. As liquidated damages for removal, reassignment, or changes to any of the Key Personnel without County's prior written approval, Contractor shall pay County One Thousand Dollars ($1,000.00) for each Day for each such occurrence.

ARTICLE 6 CONTRACT DOCUMENTS

A. Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 52 00	Agreement
Document 00 41 13	Bid Form
Document 00 43 30	Designated Subcontractors List
Document 00 61 13.13	Construction Performance Bond
Document 00 61 13.16	Construction Labor and Material Payment Bond Document
Document 00 65 36	Guaranty Form
Document 00 72 00	General Conditions

Document 00 73 16	Supplementary Conditions –Insurance and Indemnification
Document 00 73 19	Supplementary Conditions
Document 00 73 80	Apprenticeship Program
Document 00 91 13	Addenda
Technical Specifications	1-9
Drawing Sheets	1-5

B. There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 00 (General Conditions).

ARTICLE 7 MISCELLANEOUS

7.01 Terms and abbreviations used in this Agreement are defined in Document 00 72 00 (General Conditions) and Section 01 42 00 (References and Definitions) will have the meaning indicated therein.

7.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.03 Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

7.04 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.06 This Agreement and the Contract Documents shall be deemed to have been entered into in County of Mariposa California and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for County of Mariposa, California.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

Dated: _____, 20___

_____

Rosemarie Smallcombe, Chair

Board of Supervisors

_____

Danielle Bondshu

Clerk of the Board

APPROVED AS TO FORM:

_____

Walter W. Wall

County Counsel

Dated: 6/12, 2025

Contractor:

Signature: _____

Print Name: Travis Nicholas

Print Title: Treasure

License No.:183537

Registration No.: 1000000906

Address: 9722 Kent St., Elk Grove, California 95624
Telephone: (916) 383-7777

Facsimile: (916) 383-1681

E-Mail: tnicholas@boboconstructioninc.com

END OF DOCUMENT

DOCUMENT 00 41 13 BID FORM

To: Governing Board of County of Mariposa ("County")
THIS BID IS SUBMITTED BY:

Bobo Construction, Inc.
(Firm/Company Name)

Re: **Adult Detention Facility HVAC Replacement Project** ,

Contract Number: **PWEN-5577-2415**

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with **COUNTY OF MARIPOSA** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 13 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid Meeting minutes (if any), has notified County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	5/27/25	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only unless words are specifically requested.

Schedule #1					
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
1.	Adult Detention Facility HVAC Replacement Project (Schedule of Values)	1	LS		$2,696,000.00
2.					
3.					
4.					
5.					
6.					
7.					
			TOTAL BASE BID PRICE	$	$2,696,000.00

Total Bid Price:

Two million, six hundred ninety-six thousand and 00/100 —

(Indicate Bid Price in Words)

SCHEDULE OF VALUES

- Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

- Correlate line items in the Schedule of Values with other required administrative forms and schedules, including; Application for Payment forms with Continuation Sheets, Submittals Schedule and Contractor's Construction Schedule.
- Submit the Schedule of Values to the **County of Mariposa** at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
- Sub schedules: Where the Work is separated into phases requiring separately phased payments, provide sub schedules showing values correlated with each phase of payment.

- Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one-line item for each Specification Section.
- Identification: Include the following Project identification on the Schedule of Values:
- Project name and location.
- Name of Architect.
- Architect's project number.
- Contractor's name and address.
- Date of submittal.
- Submit draft of **AIA Document G703 Continuation Sheets**.
- Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. (Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.)
- Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
- Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- Certified Payroll: The bidder's attention is directed to section 7-1.02K(3) regarding the requirement for weekly submittal of certified payroll records for the prime

contractor and subcontractors. Delinquent or inadequate records may result in withholds from progress payments.

5. Reserved

6. **Unit Prices**. Bidder's Base Bid includes the unit prices, which the Bidder must provide and County may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

   Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all Work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

7. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 13 (Notice to Bidders) and Document 00 21 13 (Instruction to Bidders).

8. Subcontractors for work are listed on Document 00 43 30 (Subcontractors List), submitted herewith.

9. The undersigned Bidder understands that County reserves the right to reject this Bid.

10. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.

11. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

12. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 15 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **COUNTY OF MARIPOSA**.

13. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).

14. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.

15. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name

of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Bobo Construction, Inc.

licensed in accordance with an act for the registration of Contractors, and
with license number: 183537 Expiration: 09/30/2026.

California
(Place of Incorporation, if Applicable)

Chris Bobo President
(Principal)

Austin Bobo Vice President
(Principal)

Carly Nicholas Secretary
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 9722 Kent St., Elk Grove Ca 95624

Contractor's Representative(s): Austin Bobo Vice President
(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts: Travis Nicholas Treasurer
(Name/Title)

(Name/Title)

Telephone Number(s): 916-383-7777
(Area Code) (Number)

(Area Code) (Number)

Fax Number(s): 916-383-1681
(Area Code) (Number)

(Area Code) (Number)

Date of Bid: May 29, 2025

END OF DOCUMENT

DOCUMENT 00 43 30 DESIGNATED SUBCONTRACTORS LIST

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME: River City City, State: Olivehurst, CA	HVAC	$615,000.	100%	1041448 1000455002	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: DA Bender City, State: Elk Grove, CA	Plumbing	$28,000.	100%	673938 1000001518	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: Diamond City, State: Rocklin, CA	Electrical	[redacted] $1,125,500	100%	1062433 1000957728	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: Wright Welding City, State: Elk Grove, CA	metals	$75,000.	100%	806366 1000028805	N	[redacted]050	< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: Red River City, State: Modesto, CA	Concrete & Carpentry	$50,000.	100%	1064518 2000001310	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

DOCUMENT 00 65 36 GUARANTY

TO: **COUNTY OF MARIPOSA (Owner)**, for construction of the Adult Detention Facility HVAC Replacement PROJECT, located at 5379 CA-49, Mariposa, Ca 95338, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

1.01 Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

1.02 Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance of the Work completed.

1.03 If within one (1) year after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

1.04 Observation and inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

1.05 This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of, any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to County.

Date: 6/12, 2025

Bobo Construction, Inc.
Contractor's name

By: _____
Signature

Travis Nicholas
Print Name

Treasurer
Title

9722 Kent Street
Street Address

Elk Grove, Ca 95624
City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 61 13.13 CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND (**Bond**) is dated June 12, 2025 is in the amount of [**2,696,000.00**] (**Penal Sum**),which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to BOBO CONSTRUCTION INC. (**Contractor**), FIDELITY AND DEPOSIT COMPANY OF MARYLAND (**Surety**), **COUNTY OF MARIPOSA** (**Owner**), or other party shall be considered plural where applicable.

CONTRACTOR:

BOBO CONSTRUCTION, INC.

9722 Kent Street
Address

Elk Grove, CA 95624
City/State/Zip

SURETY:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 Zurich Way, 5th Floor
Principal Place of Business

Schaumburg, IL 60196-1056
City/State/Zip

CONSTRUCTION CONTRACT: Agreement for the **Adult Detention Facility HVAC Replacement Project**, located at the 5379 CA 49, Mariposa, California 95338 dated June 12, 2025, in the amount of [**2,696,000.00**].

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal) BOBO CONSTRUCTION, INC.

Signature:

Name: AUSTIN BOBO

Title: VICE PRESIDENT

SURETY

Company: (Corp. Seal) FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Signature:

Name: Karen Amin

Title: Attorney-in-Fact

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no County Default, Surety's obligation under this Bond shall arise after:

   3.1 County provides Surety with written notice that County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   3.2 County has agreed to pay the Balance of the Contract Sum:

      3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

      3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When County has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

   4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without County's consent; or

   4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor or Contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or

   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting

from Contractor Default, as agreed by County and Surety at the time of tender. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:

   6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;

   6.2 Contractor's obligations to pay liquidated damages; and

   6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes County to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages that County is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law that either prohibits, restricts, limits or modifies in any way any obligation of a surety that is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any County action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any County action in accordance with Paragraph5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is a County Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Mariposa, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 **Balance of the Contract Sum:** The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 **Construction Contract:** The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 **Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in Document 00 72 00 (General Conditions).

14.4 **Owner Default:** Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On June 12, 2025 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER LOPER
Notary Public - California
San Joaquin County
Commission # 2508440
My Comm. Expires Jan 27, 2029

Signature _____ (Seal)

DOCUMENT 00 61 13.16 CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, **COUNTY OF MARIPOSA** (**Owner**) has awarded to BOBO CONSTRUCTION, INC. as Principal, Contract Number PWEN-5577-2415 dated the 12th day of June 2025 (the **Contract**), titled THE Adult Detention Facility HVAC Replacement Project.

1.02 in the amount of $**2,696,000.00**, which Contract is by this reference made a part hereof, for the work of the following Contract:
The Adult Detention Facility HVAC Replacement Project

1.03 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.04 NOW, THEREFORE, we, the undersigned Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, are held and firmly bound unto County in the sum of 100% OF THE CONTRACT PRICE ($**2,696,000.00**) for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.05 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by County, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.06 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.07 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.08 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other

persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County's rights against the other.

1.09 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of June, 2025.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal) BOBO CONSTRUCTION, INC.	Company: (Corp. Seal) FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Signature	Signature
Austin Bobo Name	Karen Amin Name
Vice President Title	Attorney-in-Fact Title
9722 Kent Street Street Address	1299 Zurich Way, 5th Floor Street Address
Elk Grove, A 95624 City, State, Zip Code	Schaumburg, IL 60196-1056 City, State, Zip Code

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On June 12, 2025 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER LOPER
Notary Public - California
San Joaquin County
Commission # 2508440
My Comm. Expires Jan 27, 2029

Signature _____ (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel M. CONNOLLY, Jennifer LOPER, David SCHNAPP, Karen AMIN of Lodi, California** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V,Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of April A.D., 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 2nd day of April A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or VicePresident may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer orany such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an AssistantSecretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same forceand effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of June 2025.

Colonial American Casualty and Surety Company CORPORATE SEAL

Zurich American Insurance Company CORPORATE SEAL 1977 New York

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

M J Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

DOCUMENT 00 72 00 GENERAL CONDITIONS

ARTICLE 1 INTERPRETATION OF CONTRACT DOCUMENTS

1.01. Interpretation of Documents

A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02. Order Of Precedence of Documents

A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
2. Agreement Forms (Document 00 52 00 and other 00 50 00 and 00 60 00 series Documents), and terms and conditions referenced therein;
3. Supplementary General Conditions (Document 00 73 01 and other 00 73 00 series Documents), if included;
4. General Conditions (Document 00 72 00);
5. Division 01 General Requirements, if included;
6. Drawings and Technical Specifications (Division 02 and above);
7. Written words over figures, unless obviously incorrect;
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

A. Prior to and as a condition of submitting a Bid and executing Document 00 52 00 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.

B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by County for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, **Existing Conditions Data**), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to County by others (e.g., the prior County or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide County with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or

among the Contract Documents and the Existing Conditions Data, and (ii.) subject to County's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.01 Limited Reliance Permitted On County's Existing Conditions Data

A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by County, such information has been compiled in good faith, however, County does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to County's attention through written question issued during the bid period. In executing Document 00 52 00 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on County-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by County, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. County is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.02 Pre-Bid Investigation Requirements for Excavation and Utilities Relocation Projects

A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.

B. Because of the nature and location of County and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 SUBCONTRACTORS

3.01. Subcontractor Listing Law

A. Contractor shall comply with the Subcontractor Listing law, Public Contract Code Section 4101, et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.

B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without County's written approval. At County's request, Contractor shall provide County with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02. Subcontracts

A. Subcontract agreements shall preserve and protect the rights of County under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (i) to be bound to the terms of Contract Documents and (ii) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward County under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

B. Contractor shall provide for the assignment to County of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge County as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 DRAWINGS AND SPECIFICATIONS

4.01 Intent of Drawings and Specifications

A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

B. As part of the **"Work,"** Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

C. Contractor shall perform reasonably implied parts of Work as **"incidental work"** although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to County. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking of Drawings and Specifications

A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to County, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain

a written interpretation or clarification from County before proceeding with any Work affected thereby. Contractor shall provide County with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation of Drawings and Specifications

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by County. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to County, in writing, with a copy to the Architect/Engineer. County will issue with reasonable promptness written responses, clarifications or interpretations as County may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give County prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with County's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.

C. The following general specifications shall apply wherever in the Specifications, or in any directions given by County in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to County, at least 10 Business Days prior to furnishing such materials or performing such Work, the materials to be used or Work to be performed under this Paragraph.

4.04 Use of Drawings and Specifications.

A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of County. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 COMMENCEMENT OF THE WORK

5.01 Submission of Required Schedules

A. Contractor shall submit to County in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
   1. Schedule of Values
   2. Progress Schedule, and
   3. Schedule of Submittals.

B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to County and/or Architect/Engineer as meeting the requirements of the Contract Documents. In County's sole discretion, County may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on County any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date of Contract Time

A. The Contract Time will commence to run on the 90th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.

B. Owner may give a Notice to Proceed at any time within 90 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to County, which in conspicuous language advises County of a change in legal address or facsimile number, and which County accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at Contractor's legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents Or Forepersons

A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that County may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's and Subcontractors' Employees

A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If County notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing County, or violates sanitary rules, or is otherwise unsatisfactory, and if County requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of County.

6.05 Contractor's Use Of The Site

A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between County and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy County-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from County.

ARTICLE 7 County's ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

A. Owner's Representative(s) will have limited authority to act on behalf of County as set forth in the Contract Documents.

B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by County, County will issue all communications to Contractor through County's Representative, and Contractor shall issue all communications to County through County's Representative in a written document delivered to County.

C. Should any direct communications between Contractor and County's consultants, architects or engineers not identified in Article 3 of Document 00 52 00 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to County.

7.02 Owner's Observation Of The Work

A. Work shall be performed under County's general observation and administration. Contractor shall comply with County's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. County's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

B. Subject to those rights specifically reserved in the Contract Documents, County will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. County will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Consultant's Observation Of Work

A. Owner may engage one or more of the following to assist in administering the Work: an Architect/Engineer, Project Manager, Construction Manager, or any other independent consultant (collectively for purposes of this Article 7, **Consultant**). If so engaged, Consultant will advise and consult with County, but will have authority to act on behalf of County only to extent provided in the Contract Documents or as set forth in writing by County. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

B. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

C. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to County that it disapproves or rejects Work that Consultant believes to be Defective or will not produce a complete Project that conforms to Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Consultant may also recommend to County special inspection or testing of Work, whether or not the Work is fabricated, installed, or completed.

D. Consultant may conduct observations or inspections to recommend to County the dates that Contractor has achieved Substantial Completion and Final Completion, and will receive and forward to County for review written warranties and related documents required by Contract Documents.

7.04 Owner's and Consultant's Exercise of Contract Responsibilities

A. Owner, Consultant, and all County's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right of Access To The Work

A. During performance of Work, County, Consultant, and all County's representatives may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as

County's interests may require. Other contractors performing work for County may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right of Separate Construction

A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. County may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility County's perform other work.

B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and County (if County is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to County in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor to Supervise the Work

A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent and, if applicable, payment of liquidated damages as required by Document 00 52 00 (Agreement). The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor to Maintain Cost Data

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide County with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide County with a copy of such report upon Owner's request.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide County with copies for each Day Contractor works on the Project, to be delivered to County either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including, without limitation, financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, County shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. County and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of the Government Code Section 8546.7. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor to Supply Sufficient Workers and Materials

A. Unless otherwise required by County under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then County may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as County may consider necessary, at no cost to County. If Contractor does not comply with the notice within three Business Days of date of service thereof, County shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as County may elect. County may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that County exercises this right. County will deduct from moneys due, or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. County will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of County from claims of others.

C. Exercise by County of the rights conferred upon County in this subparagraph is entirely discretionary on the part of County. County shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of County's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon County under this subparagraph are, like all other such rights, cumulative to County's other rights under any provision of the Contract Documents.)

8.04 Contractor to Maintain Project Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders and reports, and written interpretations and clarifications in good order and

annotated to show all as- built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to County for reference. Upon completion of the Work, Contractor shall deliver to County, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to County. At the completion of the Project, Contractor shall deliver all such records to County to have a complete set of record as-built drawings.

8.05 Contractor to Not Disrupt County Operation

Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt County operations including, without limitation, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using County facilities or doing business with County. Contractor shall produce and supply coordination plans and requests to County, following County procedures, for all necessary interference of construction with County, which County will reasonably cooperate with.

8.06 Contractor to Provide Temporary Facilities and Controls

Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

8.07 Contractor Status

Contractor represents and warrants that Contractor is an independent contractor or business entity that is:
(i) free from the control and direction of County in connection with the performance of the Services, (ii) performing Services that are outside the usual course of County's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, County being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of County, and are not entitled to benefits of any kind or nature normally provided employees of County and/or to which County's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County, or any of County's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. County shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

ARTICLE 9 WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty and Guaranty

A. **General Representations and Warranties**: Contractor represents and warrants that it is and

will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

B. **Extended Warranties**: Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply County with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. **Environmental and Toxics Warranty**: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, without limitation, Project completion. Contractor covenants, warrants and represents to County that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to County.
2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to County.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide County with copies thereof.

9.02 Inspection of Work

A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by County, its agents, representatives or independent contractors retained by County to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, County shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection

with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to County. Contractor shall submit all Samples in ample time to enable County to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

C. Contractor shall give County timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish County with the required certificates of inspection, or approval. County will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of County, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work. Whenever required by County, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, County, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

F. Inspection of the Work by or on behalf of County, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by County, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.

G. Any inspection, evaluation, or test performed by or on behalf of County relating to the Work is solely for the benefit of County, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by County, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

H. COSTS FOR TESTING: The cost of all testing will be borne by County, except in the following instances: (1) The specifications for a specific project provide for Contractor furnished testing (i.e., up to the stated number of tests); (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements. Any costs due from the Contractor for testing will be charged against the Contract and deducted from monies due, or to become due, to the Contractor.

I. TESTING BY CONTRACTOR

1. Where these specifications require the Contractor to furnish test results, they shall be performed by an independent testing laboratory approved by County.

2. Laboratory test reports shall cite the contract requirements, the test of analysis

procedures used, the actual test results, and include a statement that the item tested conforms or fails to conform to the specification requirements.

3. All test reports shall be signed by a representative of the testing laboratory authorized to sign certified test reports.

4. Original copies of test reports shall be mailed directly to County from the approved testing laboratory.

J. COST OF OVERTIME CONSTRUCTION INSPECTION: Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by County and, as required, city building officials at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays, the charges for city personnel will be as published by the city.

9.03 Correction of Defective Work

A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Also, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, County may direct Contractor to perform the Work in accordance with the Contract Documents, correct or replace any such Defective Work, or stop any portion of Work.

B. Owner may correct and remedy the Defective Work or perform any other work, corrective or otherwise, if, after five (5) Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to County; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, County may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, its representatives, agents, employees, and other contractors and consultants' access to the Site to enable County to exercise the rights and remedies under this Paragraph.

C. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by County in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from exercising its rights and remedies. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 72 00.

D. These County rights and remedies are entirely discretionary on the part of County, and shall not give rise to any duty on the part of County to exercise the rights for the benefit of Contractor or any other party. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

9.04 Acceptance of Defective Work

A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If County accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of

an appropriate decrease in the Contract Sum, County may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 72 00. If County accepts any Defective Work after final payment, Contractor shall pay to County, an appropriate amount as determined by County.

9.05 Rights Upon Inspection, Correction or Acceptance

A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by County of its rights and remedies under this Article. Where County exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, without limitation, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

B. Observation or inspection by County or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless County agrees otherwise in writing.

9.06 Proof of Compliance of Contract Provisions

A. In order that County may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to County properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

B. Before commencing any portion of Work, Contractor shall inform County in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to County a reasonable time in advance of time at which Contractor proposes to begin Work, so that County may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period and Project Warranty Period:

A. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to County and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

B. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by County shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to County, County shall have right to operate and use materials or equipment until said materials and equipment can, without damage to County, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to County for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right to Direct Change Work.

A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work (**Changed Work**) including, without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, County reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such County-furnished labor, materials, and equipment. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and County may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article and Section 01 26 00, and absent such agreement, then as County may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation for Changed Work

A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Construction Change Directive that shall specify:

1. The Work performed in connection with the change to be made;
2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
3. The extent of the adjustment in the Contract Time, if any.

B. A Change Order or Construction Change Directive will become effective when signed by County, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided County indicates same thereon (by indicating it as a "unilateral change order").

C. All changes in any plans and specifications approved by any authority having jurisdiction may also require addenda or change orders approved by that authority.

D. When County requests, a performance bond rider covering the changed Work must be executed and delivered to County before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures and Pricing of Changed Work

A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 26 00 (Modification Procedures).

B. The Change Order Form, Document 00 63 63, shall be used for all Change Orders.

ARTICLE 11 TIME ALLOWANCES

11.01 Time Allowances

A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

B. Float. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either County or the Contractor, but its use shall be determined solely by County. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

C. Time extensions will not be granted unless substantiated by the Critical Path Method **(CPM)** Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a Time Impact Evaluation ("TIE") within the required time period, then Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional Contract Time.

11.02 Excusable Delay and Inexcusable Delay Defined.

A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by County (**Changes**");
2. Acts or neglect by County, Architect, any County Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including, without limitation, pre-bid investigations) (**Acts or Neglect**); or
3. Fires, floods, epidemics, pandemics, quarantine restrictions, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God as defined in Public Contract Code section 7105 (together, "Force Majeure" events), provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

11.03 Notice of Delay

A. Within seven (7) Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify County in writing, by submitting a "**Notice of Delay**", referencing this Article. that must describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE evidencing the impact to the Project's critical path within ten (10) days of the Notice of Delay. County will determine all claims and adjustments in the Contract Time, if any. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven (7) day notice requirement here (but not to exceed twenty-one (21) days from the beginning of the delay event), County may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to County from the late notice.

B. In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

1. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

2. Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)
3. A recovery schedule must be submitted within twenty (20) calendar days of written notification to County of causes of delay.

C. Contractor understands, acknowledges, and agrees that the reason for providing County with the Notice of Delay is so that County may have an opportunity to analyze the circumstances and develop a potential mitigation plan or alter the Project to reduce or eliminate Contractor's asserted delay to the Project's critical path.

11.04 Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:

1. Excusable delay caused solely by Changes in the Work ordered by County, as provided above, and/or
2. Excusable delay caused solely by Acts or Neglect by County or other person, as provided above.
3. The delay is unreasonable under the circumstances involved;
4. The delay was not within the contemplation of County and Contractor;
5. The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and
6. Contractor timely complies with the claims procedure of the Contract Documents.

B. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided that Contractor can demonstrate such additional costs are:

1. Actually incurred performing the Work;
2. Not compensated by the Markup allowed; and
3. Directly result from the extended Contract Time.

Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover such costs using formulas (e.g., Eichleay, labor factors).

11.05 Non-Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for

1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of

the adverse weather day occurring.

B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 100% of the historical average number of rain days for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (**NOAA**) weather station in Yosemite California or that closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at http://www.wrcc.dri.edu/climate-summaries/), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed 0.1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located in Yosemite, California or that closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for County to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

D. Reserved.

E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to County representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections County may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that County will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

B. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by County because of a delay in completion of all or any part of the Work. Contractor and County agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by County, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third- parties), and defense costs thereof. County may deduct

from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

D. Contractor and County agree that the Key Personnel listed in Contractor's Statement of Qualifications (Document 00 45 13) were a material factor in Owner's assessment of Contractor's experience and the adequacy of Contactor's supervisory personnel. Accordingly, Contractor and County agree that Contractor shall not remove, reassign or make changes to any of the Key Personnel without Owner's prior written approval. In the event that any Key Personnel leaves the Project, is reassigned and/or is removed and replaced by Contractor before Project Final Completion, for any reason whatsoever, Contractor agrees to pay County liquidated damages as set forth in the Agreement (Document 00 52 00), unless Contractor can demonstrate to Owner's satisfaction that the Key Personnel were reassigned and/or removed and replaced for reasons beyond Contractor's control.

ARTICLE 12 CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract Documents (including, without limitation, Paragraphs 11.03, 11.04, 13.03 and 13.04 of this Document 00 7200 and Section 01 2600.) A Notice of Delay or Change Proposal Request are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to County that expressly invokes this Article 12 within the time limits set forth herein.

B. Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

12.02 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by County.

12.03 Definition of a Claim

A. Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including without limitation, for relief of damages or penalties for delay assessed by County under the Contract;
2. Payment by County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or
3. An amount of payment disputed by County.

12.04 Claims Presentation

A. Form And Contents of Claim

1. If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of County or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 12 Claims Presentation. The Notice of Potential Claim shall provide

Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

2. Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Evaluation and any and all other documentation substantiating Contractor's claimed damages:
   a. The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;
   b. Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;
   c. The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments; The Time Impact Evaluation of all time delays that shows actual time impact on the critical path; and
   d. The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Section 01 2600 and must be updated monthly as to cost and entitlement if a continuing claim.

3. The Claim shall include the following certification by the Contractor:
   a. The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes County is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.
   b. Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

B. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

C. Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against County and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

12.05 Claim Resolution pursuant to Public Contract Code section 9204

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

A. STEP 1:

1. Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, County shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, County and Contractor may, by mutual agreement, extend the time period to provide a written statement. If County needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually

agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, County shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

a. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after County issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

2. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, County and Contractor must comply with the sections below regarding Public Contract Code section 20104, et seq., and Government Code Claim Act Claims.
3. If County fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of Owner's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

B. STEP 2:

1. If Contractor disputes Owner's written response, or if County fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, County shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

a. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after County issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

C. STEP 3:

1. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with County and Contractor sharing the associated costs equally. County and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

a. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

2. Unless otherwise agreed to by County and Contractor in writing, the mediation

conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

D. STEP 4:

1. If mediation under this section does not resolve the parties' dispute, County may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

12.06 Subcontractor Pass-Through Claims

A. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against County because privity of contract does not exist, the contractor may present to County a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to County shall furnish reasonable documentation to support the Claim.

B. Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to County and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

C. The Contractor shall bind all its Subcontractors to the provisions of this section and will hold County harmless against Claims by Subcontractors.

12.07 Government Code Claim Act Claim

A. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against County.

B. Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

C. For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to County shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

12.08 Claim Resolution pursuant to Public Contract Code section 20104, et seq.

A. In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between Contractor and County by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

1. Contractor shall file with County any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

2. For claims of less than fifty thousand dollars ($50,000), County shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims County may have against the Contractor.

a. If additional information is required, it shall be requested and provided by mutual agreement of the parties.

b. Owner 's written response to the documented Claim shall be submitted to the

Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

3. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), County shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims County may have against the Contractor.
   a. If additional information is required, it shall be requested and provided upon mutual agreement of County and the Contractor.
   b. County's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

4. If Contractor disputes Owner's written response, or County fails to respond within the time prescribed, Contractor may so notify County, in writing, either within fifteen (15) days of receipt of County 's response or within fifteen (15) days of County 's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

5. Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

6. For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

7. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

8. Owner shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, County shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

B. Contractor shall bind its Subcontractors to the provisions of this Section and will hold County harmless against disputes by Subcontractors.

12.09 Compliance

A. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted

in a Government Code Claim, any subsequent litigation, or legal action.

B. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made with an approved Change Order signed by County and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 UNDERGROUND CONDITIONS

13.01 Contractor to Locate Underground Facilities.

A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9. Contractor shall contact Underground Service Alert ("USA") and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide County with copies of all USA records secured by Contractor. Contractor shall advise County of any conflict between information provided in Document 00 31 32 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 31 32 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify County and the utility County, in writing, of its discovery.

13.02 Contractor to Protect Underground Facilities.

A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to County for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 72 00.

C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify County of such Underground Facility and give written notice to that County and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, without limitation, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, without limitation, and by way of

example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with County's of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

E. Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. County will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of County or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed or Unknown Conditions

A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 72 00, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If County determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 72 00.)

C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by County only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

E. Contractor shall bear the risk that Underground Facilities not owned or built by County may differ in nature or locations shown in information made available by County for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.

F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice of Hazardous Waste or Materials Conditions

A. Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 72 00), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (**hazardous material**); or
2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (**other materials**).

B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
3. Contractor failed to give the written notice within the required timeframe set forth below.

E. If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If County determines that conditions do not involve hazardous materials or other materials or

that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

F. In addition to the parties' other rights under this Document 00 72 00, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.

G. If Contractor does not agree with any County determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 72 00.

ARTICLE 14 LEGAL AND MISCELLANEOUS

14.01 Laws and Regulations

A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify County and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits and Taxes

A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. County will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where County may have already obtained permits for the Work.

14.03 Communications and Information Distribution

A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No.

1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which County will review consistent with these stated objectives, and accept or reject in its sole discretion.

B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal

delivery is required.

D. All emails shall be copied to Owner's and Contractor's Project Representative. County reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between County and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension of Work

A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as County may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 26 00 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination of Contract for Cause

A. Written Assurances. County at any time reasonably believes Contractor is or may be in default under this Contract, County may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that County may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of Owner's request, deliver a written cure plan that meets Owner's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause. The Contractor shall be in default of the Contract Documents and County may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within five (5) calendar days of the date of notice from County to the Contractor demanding such cure; or, if such breach is curable but not curable within such of five (5) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of five (5) calendar days, the Contractor must provide County within the of five (5) day period with a written plan acceptable to County that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).

B. In the event of termination by County for cause as provided herein, the Contractor shall deliver to County possession of the Work in its then condition including, without limitation, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and/or failure to comply with the Contract Documents.

C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination of Contract for Convenience

A. Owner may terminate performance of the Work under the Contract Documents in accordance

with this clause in whole, or from time to time in part, whenever County shall determine that termination is in Owner's best interest. Termination shall be effected by County delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

C. Within 30 days of the notice, Contractor submit to County a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against County except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. County shall pay all undisputed invoice(s) for work performed until the notice of termination, subject an offset by payments made and other contract credits or withholds. In connection with any such calculation, however, County shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.

D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contract recover costs incurred after the date of the termination.

E. Under a termination for convenience, County retains the right to all the options available to County if there is a termination for cause.

14.07 Contingent Assignment of Subcontracts

A. Contractor hereby assigns to County each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
2. The assignment is effective only for the Subcontracts which County expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 61 13.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 72 00), sign all instruments and take all actions reasonably requested by County to evidence and confirm the effectiveness of the assignment in County; and
5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to County arising from acts or omissions occurring before the effectiveness of any Subcontract assignment including, without limitation, all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies and Contract Integration

A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between County and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All County remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances County shall have any and all other equitable and legal rights and remedies which it would have according to law.

B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between County and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract

Documents or written Modifications. County and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

D. Neither acceptance of the whole or any part of Work by County nor any verbal statements on behalf of County or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to County herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

B. Contract Documents shall not be construed to create a contractual relationship of any kind between
(i) Project Manager or any Owner's representative and Contractor; (ii) County and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than County and Contractor.

14.10 Patents

A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless County and each of its officers, employees, consultants and agents including, without limitation, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution for Patented and Specified Articles

A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process

offered by Contractor is, in opinion of County, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 63 25 (Substitution Request Form) as provided in Document 00 21 13 (Instructions to Bidders) and subject to Document 01 25 13 (Product Options and Substitutions). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality including, without limitation, its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest of Public Officers

A. No representative, officer, or employee of County no member of the governing body of the locality in which the Project is situated, no member of the locality in which County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit of Liability

A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, WITHOUT LIMITATION, PROJECT MANAGER AND EACH OTHER COUNTY REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 15 WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use of Site/Sanitary Rules

A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by County, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to County or occupant thereof resulting from the performance of Work.

B. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by County at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

C. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection of Work, Persons, and Property

A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a

site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by County, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. County and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Owner may, at its option, retain such moneys due under the Contract Documents as County deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and County receives satisfactory evidence to that effect.

F. Work within the right-of-way lines shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility for Safety and Health

A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all County directions regarding protective clothing and gear.

B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify County, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, County-designated routes for ingress and egress thereto, and any other County-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change

Directive will be issued to document the consequences of such action.

15.05 Use of Roadways and Walkways

A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of such persons, except as provided in Government Code Section 12940. Every contractor for public works violating the provisions of Labor Code Section 1735 is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Prevailing Wages and Working Hours

A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

B. Contractor shall forfeit, as a penalty to County, $200.00 for each laborer, worker, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, worker or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II (sections 1720, et seq.) of the Labor Code. The sums and amounts that are forfeited pursuant to this Paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 72 00 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

D. Contractor stipulates that it shall comply with all applicable wage and hour laws including, without limitation, Labor Code Sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.

E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Sections 1810-1815.

1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
2. Contractor and its Subcontractors shall keep an accurate record showing the name of

and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection County and to the Division of Labor Standards Enforcement.

. Contractor or its Subcontractors shall, as a penalty to County, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.

4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

1. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code (Sections 1770, et seq.) including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or County may not issue payment.

2. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

3. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

    a. Contractor shall inform County of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

    b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to County on whose behalf the contract is made or awarded, forfeit
    $100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

4. With each application for payment, Contractor shall also deliver certified payrolls to County as set forth above in this Document 00 72 00 (General Conditions), and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner in accordance with the Labor Code including without limitation, sections 1771. and 1776.

5. Contractor shall post all jobsite notices if and when prescribed by regulation.

15.08 Environmental Controls

A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.09 Shoring Safety Plan

A. Any conflict between this Paragraph and the Technical Specifications shall be resolved in favor of the most stringent requirement.

B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to County a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

E. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00 73 16 INSURANCE AND INDEMNIFICATION

ARTICLE 1 INSURANCE

1.01 At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to County satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:

A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (**Occurrence Form**). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards.

1. For Projects valued up to $300,000 that are not in the public right-of-way: The limits of such insurance shall not be coverage of less than **[$2,000,000]** each occurrence, **[$2,000,000]** general aggregate limit, and **[$2,000,000]** aggregate for products and completed operations. The policy shall be endorsed to provide Broad Form Property Damage Coverage.

2. For Projects valued at least $300,001 and not more than $500,000 that are not in the public right-of-way: The limits of such insurance shall not be coverage of less than **[$3,000,000]** each occurrence, **[$3,000,000]** general aggregate limit, and **[$3,000,000]** aggregate for products and completed operations. The policy shall be endorsed to provide Broad Form Property Damage Coverage.

3. For Projects valued at least $500,001 and not more than $1,000,000 that are not in the public right-of-way: The limits of such insurance shall not be coverage of less than **[$4,000,000]** each occurrence, **[$4,000,000]** general aggregate limit, and **[$4,000,000]** aggregate for products and completed operations. The policy shall be endorsed to provide Broad Form Property Damage Coverage.

4. For Projects valued at $1,000,001 or more OR for all projects in the public right-of-way regardless of value: The limits of such insurance shall not be coverage of less than **[$5,000,000]** each occurrence, **[$5,000,000]** general aggregate limit, and **[$5,000,000]** aggregate for products and completed operations. The policy shall be endorsed to provide Broad Form Property Damage Coverage.

B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability

C. policy with limits not less than **[$2,000,000]** each person Bodily Injury, **[$2,000,000]** each occurrence Bodily Injury, and **[$2,000,000]** each occurrence Property Damage.

D. All-Risk Course of Construction Insurance including damage to property owned by County, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **[$10,000.00]**. Each loss shall be borne by Contractor.

E. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. The Workers' Compensation policy must also include Employers' Liability coverage in amounts not less than

[$2,000,000] per accident, **[$2,000,000]** per disease, and **[$2,000,000]** aggregate. 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.

F. **[Optional]** Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than **[$1,000,000]** combined single limit for each occurrence.

1.02 If Contractor normally carries insurance in an amount greater than the minimum amounts required by County in Paragraph 1.01 above, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

The limits of insurance this Contract requires may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for County's benefit, to the extent required by the Contract, before County's insurance or self- insurance may be called upon to protect County as a named insured.

1.03 All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of [A-, VIII] or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

All self-insured retentions (SIR) must be disclosed to County for approval and shall not reduce the coverage limits. Insurance policies containing an SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or County.

1.04 Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 (including any umbrella or excess liability policy(ies)) shall be endorsed as follows (excluding Workers Compensation insurance with respect to Paragraph A below):

A. Name County, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured. Additional insured language must be at least as broad as the Insurance Services Office (**ISO**) forms GC 20 38 04 13 and GC 20 37 04 13.

B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.

C. Insurance shall be primary to County and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.

D. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work.

E. All endorsements shall include the applicable policy number, the named insured(s) and policy terms.

F. Contractor or its insurance broker shall submit to copies of the "**Declarations Page**" and Endorsements for each policy identified under Paragraph 1.01 above. The Declarations Page and Endorsements shall include the name of the insurance carrier, the applicable policy number, the types of coverage and limits of insurance provided, the effective date(s) of the policy, the insurance broker's name and license number, and a list of all coverage forms and endorsements.

1.05 Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County (Attention: County Risk Manager / Purchasing Agent) at the address listed in Document 00 52 00 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain all insurance in full force and effect during entire period of performance of Contract Documents, including warranty and guarantee periods. However, Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment, and shall maintain General Liability Insurance throughout the entire Extended Term specified Paragraph 1.01 above. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to County, within 30 Days, copies of the actual insurance policies or renewals or replacements.

1.06 Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents, or require Contractor to reimburse County.

1.07 If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.

1.08 Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

1.09 Except for Comprehensive General Liability Insurance, of which Subcontractors need only obtain
$1,000,000 in coverage, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of Owner's request.

1.10 The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work (Professional).

A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:

B. Professional Liability Insurance, insuring against professional errors and omissions

arising from Professional's Work on the Project, in an amount not less than **[$1,000,000]** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

1. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

1.11 Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

ARTICLE 2 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

2.01 Owner and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2.02 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, County and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each Owner's Representative ("Indemnitees"), from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct, or active negligence. Contractor's duty to defend, indemnify, and hold harmless obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation to defend, indemnity, and hold County harmless that would otherwise exist or arise as to any Indemnitee or other person described herein. This duty to defend, indemnify, hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

2.03 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against County and each of its officers, employees, consultants and agents including, without limitation, County, the Board, Project Manager and each Owner's Representative. County shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Public

Contract Code Section 9201.

2.04 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them. The Contractor's defense and indemnification obligations are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.

2.05 To the furthest extent permitted by law (including, without limitation, Civil Code § 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense, indemnity, and/or hold harmless obligations, County may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys that may become due Contractor.

2.06 Contractor's obligations to defend and indemnify County shall survive the termination or completion of this Contract for the full period of time allowed by law.

END OF DOCUMENT

DOCUMENT 00 73 19

SUPPLEMENTARY CONDITIONS

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to County, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

(1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, 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) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, County shall investigate the identified conditions.

d. If County determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, County shall so notify Contractor in writing, stating reasons. If County and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by County.

e. If after receipt of notice from County, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then County may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or County may invoke its rights to terminate the Contract in whole or in part. County will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

g. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

h. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

i. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

j. Owner reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

k. Contractor acknowledges that County has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that County shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event County elects to perform these activities and tests, Contractor shall afford County ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by County in the Contract Price and the Scheduled Completion Date.

l. Notwithstanding Owner's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and

may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and County reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

m. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

n. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

o. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. County may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

p. Contractor shall develop and implement a system acceptable to County to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that County may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

q. Contractor shall provide County with the name and address of each waste disposal facility prior to any disposal, and County shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which County has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to County.

7. Permits

r. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to County that it and any disposal facility:

(1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

(2) are in compliance with all such permits, approvals and the regulations. For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to County. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying County in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

s. In the case of any permits or notices held in Owner's name or of necessity to be made in Owner's name, County shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for County review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601, *et seq.*).

9. Termination

Owner shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste.

However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

BOBOCON-01 JLOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2025

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	CONTACT NAME: Kristen Solari
Lodi-Alliant Insurance Services, Inc. 641 South Ham Ln Ste A Lodi, CA 95242	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: ksolari@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Bobo Construction, Inc.
9722 Kent Street, Ste. A
Elk Grove, CA 95624

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Owner's & Contractor X Per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	7015439165	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7015439182	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	7015564120	10/1/2024	10/1/2025	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

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

RE: Adult Detention Facility HVAC Replacement Project.

County of Mariposa, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager are additional insured with regards to General Liability per the attached endorsements. Coverage is primary. Per project aggregate applies. GL & WC waiver applies.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
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



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DOCUMENT 00 73 80 APPRENTICESHIP PROGRAM

ARTICLE 1 COMPLIANCE REQUIRED

1.01 Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 CERTIFICATION OF APPROVAL

2.01 California Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;

B. When the number of apprentices in training in the area exceeds a ratio of one to five;

C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 FUND CONTRIBUTIONS

3.01 Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 APPRENTICESHIP STANDARDS

4.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

Team, Service, Stewardship

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

May 27, 2025

MARIPOSA COUNTY – ADULT DETENTION FACILITY HVAC REPLACEMENT PROJECT
PROJECT NUMBER: 25-2142

ADDENDUM #1

1. The following clarifications are provided as a result of questions received from May 1, 2025 through May 27, 2025.
   a. I was curious to see if there is an engineered estimate for this project?

      The engineer's estimate for the project is $1,790,944.

   b. I am curious about the proposed start date for this project. If you could get back to me with some information on this, I'd greatly appreciate it.

      The expected start date is within 3 months of the notice of award. The General Contractor is required to coordinate with the County after award and to allow time for relocation of personnel housed at Adult Detention Facility.

2. The following construction scopes are additional requirements the awarded General Contractor is responsible for related to the subject project:
   a. General Contractor to provide lead times for all material orders within one week of contract award
   b. General Contractor shall submit construction schedule within one week of contract award.
   c. General Contractor is responsible for obtaining any necessary staging areas. The General Contractor shall obtain and securely store all required materials and equipment prior to the start of construction work. *(Note: Construction work may commence prior to obtaining the new generator).
   d. General Contractor shall meet and provide proof of required Operator Qualifications to PG&E prior to engaging in the project work.
   e. General Contractor to provide all underground secondary conduits for required project connections (with active feeders) and additional underground conduits (no feeders required) to minimize future underground work should additional capacity be provided in the future. Anticipated number of active conduits with conductors is five (5), and empty conduits is two (2) for a total of seven (7) conduits required.

All other terms and conditions remain in full force and effect.

Matiel Hollway, County Engineer

MARIPOSA COUNTY
ADULT DETENTION FACILITY ADDITION
HVAC SYSTEM REPLACEMENT

5379 CA-49, MARIPOSA CA 95338

PROJECT DESCRIPTION:

- DESIGN AND ENGINEERING FOR ELECTRICAL SYSTEM UPGRADES INCLUDING NEW GENERATOR, MAIN SWITCHGEAR AND TRANSFORMER.
- HVAC IMPROVEMENTS TO REPLACE EXISTING MECHANICAL EQUIPMENT INCLUDING RELATED DUCT AND DIFFUSER MODIFICATIONS.

KPA ENGINEERS ARCHITECTS

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions

Client Project Number: 000
APN Number: 000-000-000
KPA Project Number: 7672E
Date: 4/26/18 - ISSUE FOR BID

Sheet Title:
COVER SHEET

Sheet Number:
G000

ABBREVIATIONS:

@	AT
℄	CENTERLINE
ø	DIAMETER OR ROUND
#	POUND OR NUMBER
⌖	WORKING POINT
"	INCH
'	FOOT OR FEET
ABF	ADDITIVE ALTERNATE BID ITEM (ADD ALT)
ACT	ACOUSTICAL CEILING TILE
ADA	AMERICANS WITH DISABILITIES ACT
ADJ.	ADJACENT
A.F.F.	ABOVE FINISH FLOOR
ARCH.	ARCHITECTURAL/ARCHITECT
BLDG.	BUILDING
BOT.	BOTTOM
B.O.	BOTTOM OF
BTWN.	BETWEEN
CBC	CALIFORNIA BUILDING CODE
CFCI	CONTRACTOR FURNISHED/ CONTRACTOR INSTALLED
CFOI	CONTRACTOR FURNISHED/ OWNER INSTALLED
CLG.	CEILING
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONT.	CONTINUOUS
d	PENNY (NAIL SIZE)
DEMO	DEMOLITION
DET.	DETAIL
DIA.	DIAMETER
DIAG.	DIAGONAL
DIM(S)	DIMENSION(S)
DWG(S)	DRAWINGS
(E)	EXISTING
EA.	EACH
E.F.	EACH FACE
EFTR	EXISTING FINISH TO REMAIN
ELEC.	ELECTRICAL
ELEV.	ELEVATION
ENG.	ENGINEER
EQ.	EQUAL
EQUIP.	EQUIPMENT
ETR.	EXISTING TO REMAIN
EXT.	EXTERIOR
EXP.	EXPOSED
F.E.C.	FIRE EXTINGUISHER CABINET
F.F.	FINISH FLOOR
F.O.F.	FACE OF FINISH
FT.	FOOT OR FEET
FURR.	FURRING
GA.	GAUGE OR GAGE
GALV.	GALVANIZED
CG.	CORNER GUARD
GL.	GLASS or GLAZED
GR.	GRADE
G.S.M.	GALVANIZED SHEET METAL
H.M.	HOLLOW METAL
HR.	HOUR
HT.	HEIGHT
H.V.A.C.	HEATING/VENTILATING /AIR CONDITIONING
IN.	INCHES
INFO	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
JT.	JOINT
LAM.	LAMINATE(D)
LB, LBS.	POUND(S)
LOC.	LOCATION
LONG.	LONGITUDINAL
LT.	LIGHT
MAINT.	MAINTENANCE
MAX.	MAXIMUM
MECH.	MECHANICAL
MTL.	METAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MNTG.	MOUNTING
(N)	NEW
N	NORTH
N/A	NOT APPLICABLE or NOT AVAILABLE
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED/CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED/OWNER INSTALLED
O.H.	OFFSITE HAND
OPNG.	OPENING
OPP.	OFFSITE
P.A.F.	POWDER ACTUATED FASTENER
PERP.	PERPENDICULAR
P.I.V.	POST INDICATOR VALVE
PL.	PLATE OR PROPERTY LINE
PLYWD.	PLYWOOD
PSF	POUNDS PER SQUARE FOOT
P.T.	PRESSURE TREATED
QTY.	QUANTITY
R	RADIUS
R.C.P.	REFLECTED CEILING PLAN
REINF.	REINFORCED/REINFORCING
REQ'D	REQUIRED
REV	REVISION
RM.	ROOM
R.O.W.	RIGHT OF WAY
S.A.D.	SEE ARCHITECTURAL DWGS
SDI	STORM DRAIN INLET
S.E.D.	SEE ELECTRICAL DWGS
SF.	SQUARE FOOT
SIM.	SIMILAR
S.M.D.	SEE MECHANICAL DRAWINGS
SMS	SHEET METAL SCREW
S.P.D.	SEE PLUMBING DWGS
SPEC.	SPECIFICATION
STL.	STEEL
STRUCT.	STRUCTURE/STRUCTURAL
SUSP.	SUSPEND(ED)
T&B	TOP & BOTTOM
TH-RU	THROUGH
T.O.C.	TOP OF CONCRETE
T.O.S.	TOP OF STEEL
TYP.	TYPICAL
U.L.	UNDERWRITER'S LABORATORY
U.O.N.	UNLESS OTHERWISE NOTED
U.N.O.	UNLESS NOTED OTHERWISE
V.I.F.	VERIFY IN FIELD
W/	WITH
WD.	WOOD
W/O	WITHOUT
W.R.B.	WEATHER RESISTIVE BARRIER

VICINTY MAP:



PROJECT SITE MAP:



SHEET INDEX:

GENERAL
G000 COVER SHEET,
G001 SHEET INDEX, ABBREVIATIONS, LOCATION, AND LEGEND
G002 CLEAN BAY BLUE PRINT
G003 GENERAL NOTES
G004 GENERAL NOTES
G005 CODE ANALYSIS

CIVIL
C101 SITE PLAN – DEMO/NEW
C501 DETAILS

ARCHITECTURAL
A0101 DEMOLITION FLOOR PLAN
A0102 DEMOLITION ROOF PLAN
A102 ROOF PLAN

STRUCTURAL
S102 ROOF FRAMING PLAN
S501 STRUCTURAL DETAILS
S502 CATWALK & STAIR DETAILS

MECHANICAL
MP0.01 MECHANICAL TITLE SHEET
MP0.02 MECHANICAL SCHEDULES
MP1.01 DEMO FLOOR PLAN
MP1.02 DEMO ROOF PLAN
MP2.01 NEW FLOOR PLAN
MP2.02 ROOF PLAN
MP3.01 MECHANICAL DETAILS
MP3.02 SCHEMATIC DIAGRAM

ELECTRICAL
E000 ELECTRICAL LEGEND, GENERAL NOTES AND SCHEDULES
ES100 SITE PLAN-ELECTRICAL
ED100 ROOF PLAN-ELECTRICAL DEMOLITION
E200 FLOOR PLAN-POWER/SYSTEMS
E201 ROOF PLAN-POWER/SYSTEMS
E300 ELECTRICAL DETAILS
E400 PANEL SCHEDULES

LEGEND:

NORTH (N) — NORTH DIRECTION

— — — — CENTERLINE/GRIDLINE

15/A500 — DETAIL / SHEET NAME

(5/A3) — DETAIL NUMBER / SHEET WHERE DETAIL OCCURS

(A1) — BUILDING SECTION

1/ — KEYNOTE

ROOM 000 — ROOM NAME & ROOM NUMBER

A3 — PARTITION TYPE CALLOUT SEE SHEET A511

(E2.1 S-1) — PLAN/DETAIL CALLOUT

DET (S-1) — INTERIOR ELEVATION CALLOUT

DET (S-1) — EXTERIOR ELEVATION CALLOUT

WORK POINT, DATUM, ELEVATION

0000 >X — SITE PHOTO

(E2.1 S-1) — DETAIL CUT

1/A1 — REVISION NUMBER

EXTENT OF REVISION

PROJECT TEAM:

OWNER:
MARIPOSA COUNTY
COUNTY REP. ??????
ADDRESS ?????
MARIPOSA, CA ?????

ARCHITECT/CIVIL:
THE KPA GROUP
8700 KOLL CENTER PARKWAY, STE 125
PLEASANTON, CA 94566

STRUCTURAL:
FANN and ROBINSON
STRUCTURAL ENGINEERS, INC.
444 SPEAR STREET, STE. 101
SAN FRANCISCO, CA 94105

MECHANICAL/PLUMBING:
LIST ENGINEERING
2 HARRIS COURT SUITE A7
MONTEREY, CA 93940

ELECTRICAL:
PHARIS ENGINEERING, LLC
7110 AUSTINWOOD ROAD
LOUISVILLE, KY 40214

KPA ENGINEERS ARCHITECTS
THE KPA GROUP

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions

Client Project Number: 000
APN Number: 000-000-000
KPA Project Number: 797.00
Date: 4/26/18 - ISSUE FOR BID

Sheet Title:
SHEET INDEX, ABBREVIATIONS, LOCATION, AND LEGEND

Sheet Number:
G001

Clean Bay Blue Print



Make sure your crews and subs do the job right!

Runoff from streets and other paved areas is a major source of pollution and damage to creeks and the San Francisco Bay. Construction activities can directly affect the health of creeks and the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines and the project specifications will ensure your compliance with City of Newark requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- Sand, dirt, and similar materials must be stored at least 10 feet (3 meters) from catch basins. All construction material must be covered with a tarp and contained with a perimeter control during wet weather or when rain is forecasted or when not actively being used within 14 days.
- Use (but don't overuse) reclaimed water for dust control as needed.
- Sweep or vacuum streets and other paved areas daily. Do not wash down streets or work areas with water!
- Recycle all asphalt, concrete, and aggregate base material from demolition activities. Comply with City of Newark Ordinances for recycling construction materials, wood, gyp board, pipe, etc.
- Check dumpsters regularly for leaks and to make sure they are not overfilled. Repair or replace leaking dumpsters promptly.
- Cover all dumpsters with a tarp at the end of every work day or during wet weather.

Hazardous materials management

- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state, and federal regulations.
- Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecasted.
- Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecasted within 24 hours.
- Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- Dispose of all containment and cleanup materials properly.
- Report any hazardous materials spills immediately! Dial 911.

Construction Entrances and Perimeter

- Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking.

Vehicle and equipment maintenance & cleaning

- Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or creeks.
- Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.



Earthwork & contaminated soils

- Keep excavated soil on the site where it will not collect in the street.
- Transfer to dump trucks should take place on the site, not in the street.
- Use fiber rolls, silt fences, or other control measures to minimize the flow of silt off the site.



- Earth moving activities are only allowed during dry weather by permit and as approved by the City Inspector in the Field.
- Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place fiber rolls down-slope until soil is secure.
- If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call the Engineer for help in determining what should be done, and manage disposal of contaminated soil according to their instructions.

Dewatering operations

- Effectively manage all run-on, all runoff within the site, and all runoff that discharges from the site. Run-on from off-site shall be directed away from all disturbed areas or shall collectively be in compliance.



- Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- Be sure to notify and obtain approval from the Engineer before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the Engineer to determine what testing is required and how to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or sand gravel bags to keep slurry out of the storm drain system.
- Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work



- Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- Protect gutters, ditches, and drainage courses with sand gravel bags, or earthen berms.
- Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- Store concrete, grout, and mortar under cover, on pallets, and away from drainage areas. These materials must never reach a storm drain.
- Wash out concrete equipment/trucks off-site or into contained washout areas that will not allow discharge of wash water onto the underlying soil or onto the surrounding areas.



- Collect the wash water from washing exposed aggregate concrete and remove it for appropriate disposal off site.

Painting



- Never rinse paint brushes or materials in a gutter or street!
- Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink.
- Paint out excess oil-based paint before cleaning brushes in thinner.
- Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

Landscape Materials

- Contain, cover, and store on pallets all stockpiled landscape materials (mulch, compost, fertilizers, etc.) during wet weather or when rain is forecasted or when not actively being used within 14 days.
- Discontinue the application of any erodible landscape material within 2 days of forecasted rain and during wet weather.

Storm drain polluters may be liable for fines of $10,000 or more per day!

For references and more detailed information:
www.cleanwaterprograms.org
www.cabmphandbooks.com

KPA ENGINEERS ARCHITECTS
the KPA GROUP
[illegible]

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions:

Client Project Number: [illegible]
KPA Number: [illegible]
KPA Project Number: 7973[illegible]
Date: 4/16/15 - ISSUE FOR BID

Sheet Title:
CLEAN BAY BLUE PRINT

Sheet Number:
G002

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE IN RECEIPT OF APPROVED PLANS PRIOR TO BIDDING AND CONSTRUCTION. A SET OF SIGNED PLANS AND A SET OF SPECIFICATIONS WILL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY AND SUBMITTED TO THE PROJECT MANAGER WHEN THE WORK TO BE DONE IS COMPLETED ('AS-BUILTS').

2. THE CONTRACTOR SHALL POSSESS THE CLASS OR CLASSES OF LICENSE AS SPECIFIED IN THE CONTRACT DOCUMENTS.

3. A COMPONENT IN ONE CONTRACT PART APPLIES AS IF APPEARING IN EACH. THE PLANS AND SPECIFICATIONS PARTS ARE COMPLEMENTARY AND DESCRIBE AND PROVIDE FOR A COMPLETE WORK. IF A DISCREPANCY IS FOUND OR CONFUSION ARISES, REQUEST CORRECTION OR CLARIFICATION IN WRITING. ANY DEVIATION FROM THE APPROVED PLANS AND SPECIFICATIONS SHALL BE APPROVED BY THE PROJECT MANAGER AND ALL CHANGES SHALL BE BY WRITTEN PERMISSION ONLY.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS, DETAILS AND SPECIFICATIONS PREPARED FOR THE PROJECT. ANY DEVIATION FROM APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE 48 HOURS PRIOR WRITTEN NOTICE TO AND SUBJECT TO OWNER APPROVAL. ALL WORKMANSHIP, MATERIALS AND CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE LATEST CALIFORNIA BUILDING, PLUMBING AND ELECTRICAL CODES, THE CITY OF NEWARK AND STREET STANDARDS, THE CONTRACT SPECIFICATIONS FOR THIS PROJECT, THE LATEST EDITION CALTRANS STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED, INSOFAR AS THEY MAY APPLY.

5. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF NEWARK AND PROJECT MANAGER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

6. CONTRACTOR SHALL CONTACT THE OWNER'S PROJECT MANAGER, OR HIS/HER DESIGNEE, TO ARRANGE A PRE-CONSTRUCTION CONFERENCE FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND OWNER PROCEDURES.

7. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE AT THE PRE- CONSTRUCTION CONFERENCE, NO LESS THAN 2 WEEKS PRIOR TO THE START OF WORK.

8. CONTRACTOR SHALL NOTIFY THE CITY PROJECT MANAGER OR HIS/HER DESIGNEE, AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK.

9. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT CONSTRUCTION FENCING AT PERIMETER TEMPORARY BARRICADES TO PROVIDE FOR THE SAFETY OF THE STAFF AND PUBLIC TO THE SATISFACTION OF THE PROJECT MANAGER.

10. CONTRACTOR SHALL VERIFY LOCATIONS, LEVELS, DISTANCES, AND FEATURES THAT MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED IN THESE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS, OR IF IT APPEARS THAT THESE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE IN THE CONTRACTOR'S BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLECT IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.

11. ALL MATERIALS SHALL BE NEW AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.

12. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING STRUCTURES AND UTILITIES DURING CONSTRUCTION.

13. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL AND/OR ERECT THE CONSTRUCTION AS REQUIRED TO PROPERLY COMPLETE THE WORK. MISCELLANEOUS ITEMS OF WORK, MATERIAL, EQUIPMENT, ETC., NECESSARY TO COMPLETE THE INSTALLATION SHALL BE PROVIDED BY THE CONTRACTOR WHETHER OR NOT MENTIONED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS.

14. CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS TO MAINTAIN A FUNCTIONAL BUILDING THROUGHOUT THE PERIOD OF CONSTRUCTION.

15. WORK SHALL NOT INTERFERE WITH BUILDING OPERATIONS.

16. CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH THE WORK UNDER OTHER CONTRACTS THAT MAY BE UNDERWAY CONCURRENTLY WITH THIS PROJECT.

17. REFER TO THE CIVIL UTILITY PLANS AND OTHER DOCUMENTS FOR ADDITIONAL REQUIREMENTS AND WORK. UTILITY AND SERVICE MODIFICATION AND ROUTING MAY EXTEND OUTSIDE THE BOUNDARY OF THE LIMIT OF PROJECT WORK. CONTRACTOR SHALL INCLUDE IN BID ALL COSTS AND MATERIALS ASSOCIATED WITH UTILITY AND SERVICE WORK OUTSIDE LIMIT OF PROJECT WORK BOUNDARY.

18. PROPERLY DIVERT EXISTING STORMWATER STRUCTURES, DOWNSPOUTS, AND RAINWATER LEADER DURING CONSTRUCTION.

19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER'S OF ANY DIFFERENCES IN LOCATIONS OF EXISTING UTILITIES FROM THAT SHOWN, OR ANY CONFLICTS WITH THE DESIGN BEFORE CONTINUING WORK IN THAT AREA.

20. ALL REVISIONS TO THESE DOCUMENTS SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY REPRESENTED IN REVISED PLANS PRIOR TO THE ACCEPTANCE OF THE WORK AS COMPLETE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER.

21. THE CONTRACTOR SHALL PROVIDE PROMPT, WRITTEN NOTIFICATION TO OWNER'S REPRESENTATIVE CONCERNING CONFLICTS WITH, OR RECOMMENDED DEVIATIONS FROM CODES, LAWS, REGULATIONS, STANDARDS, AND OPINIONS OF REVIEW OFFICIALS AS DESCRIBED ABOVE.

22. ALL MONUMENTS SHOWN HEREON MUST BE PROTECTED PER STATE LAND SURVEYORS STANDARD SPECIFICATION SECTION. NOTIFY THE OWNER'S REPRESENTATIVE TO REPORT ANY MONUMENTS IN DANGER OF DESTRUCTION OR REMOVAL. MONUMENTS AND SURVEY MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AND A CORNER RECORD FILED WITH THE OWNER'S SURVEYOR'S OFFICE AT THE CONTRACTOR'S EXPENSE.

23. CONTRACTOR SHALL SATISFY HIM/HERSELF AS TO THE CORRECTNESS OF THE EXISTING TOPOGRAPHY AND OTHER SITE CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY AND OBTAIN WRITTEN APPROVAL FROM THE OWNER IF ANY DISCREPANCIES, REVISIONS, AND ADDITIONAL WORK THAT IS REQUIRED AS A RESULT OF SUCH FIELD INVESTIGATION PRIOR TO BEGINNING ANY WORK.

24. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHOWN IN THESE DRAWINGS FROM THE APPROPRIATE AGENCIES.

25. SAFETY OF PERSONNEL AND PROPERTY DURING DEMOLITION AND EXCAVATION WORK IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. ONLY THE EXTENT OF THE WORK IS INDICATED; AND NOT THE METHOD, SEQUENCE, OR SAFETY PROCEDURES AND CONSIDERATIONS. REVIEW OF THE CONTRACTOR'S SUBMITTALS IS NOT INTENDED TO RELIEVE HIM/HER OF ANY OF THE ABOVE RESPONSIBILITY.

26. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FENCING, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY.

27. THE NOISE LEVEL OF THE CONTRACTOR'S OPERATING SHALL BE KEPT TO A MINIMUM AS PER CITY STANDARDS.

28. THE CONTRACTOR SHALL EMPLOY MEANS NECESSARY TO CONTROL DUST AT AND NEAR THE SITE OF WORK AND ALONG APPROACH ROUTES TO THE CONSTRUCTION SITE. ADJACENT STREETS ARE TO BE CLEANSED DAILY OF DIRT AND DEBRIS THAT ARE THE RESULT OF OPERATION. CONTROL DUST AS NEED DICTATES.

29. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS. AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION, THE CONTRACTOR, OR SUBCONTRACTOR OPERATING EQUIPMENT ON THE SITE, SHALL PREVENT THE FORMATION OF ANY AIRBORNE NUISANCE BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY CONTRACTOR OR HIS SUBCONTRACTOR ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT AND SHALL BE RESPONSIBLE FOR ANY CITATIONS, FINES OR CHARGES RESULTING FROM DUST NUISANCE.

30. THE CONTRACTOR SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
    A. WATERING OR COVERING OF STOCKPILES OF DEBRIS, SOIL, SAND OR OTHER MATERIALS THAT CAN BE BLOWN BY WIND
    B. COVER ALL TRUCKS HAULING SOIL, SAND AND OTHER LOOSE, MATERIALS OR ALL TRUCKS SHALL MAINTAIN TWO FEET CLEAR, BETWEEN HAULED MATERIALS AND THE TOP OF THE TRUCK BED

31. IF ANY CULTURAL FEATURES OR ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION WORK ALL WORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHEOLOGIST (SOPA) AND/OR THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) HAS HAD THE OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND APPROPRIATE MITIGATION MEASURES HAVE BEEN DETERMINED AND IMPLEMENTED THE CONTRACTOR SHALL ALSO IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE.

32. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL CONFORM TO THE CALIFORNIA STORM WATER CONSTRUCTION BMP HANDBOOK. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING STORM WATER BMP'S AND MAINTAINING THEM DURING CONSTRUCTION AS REQUIRED.

33. THE CONTRACTOR SHALL MEET AND FOLLOW ALL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.

34. CONTRACTOR SHALL MAINTAIN GOOD HOUSEKEEPING PRACTICES AT THE JOB SITE. EXCESS BUILDING MATERIALS AND DEBRIS SHALL BE REMOVED PROMPTLY FROM THE JOB SITE AND DISPOSED OF AT AN APPROVED DUMPSITE. THE JOB SITE SHALL BE LEFT CLEAN AT THE END OF EACH WORKDAY.

35. THE CONTRACTOR MUST MAINTAIN THE STREETS, SIDEWALKS, AND ANY OTHER PUBLIC & PRIVATE RIGHTS-OF-WAY IN A CLEAN, SAFE, AND USABLE CONDITION. ANY SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS MUST BE REMOVED AND SWEEP CLEAN FROM THE PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT.

36. CONSTRUCTION OPERATIONS – WASTEWATER GENERATED DURING CONSTRUCTION SHALL NOT BE DISCHARGED TO THE STORM DRAIN SYSTEM. THIS INCLUDES WASTE FROM PAINTING, SAWCUTTING, CONCRETE WORK, ETC. THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO ELIMINATE DISCHARGE TO THE STORM DRAIN SYSTEM AND, IF NECESSARY, PROVIDE AN AREA FOR ON-SITE WASHING ACTIVITIES DURING CONSTRUCTION. MATERIALS, WHICH COULD CONTAMINATE STORM RUNOFF, SHALL BE STORED IN AREAS WHICH ARE DESIGNED TO PREVENT EXPOSURE TO RAINFALL AND NOT ALLOW STORM WATER TO RUN ONTO THE AREA.

37. FLUSHING OF STREETS AND PARKING LOTS TO REMOVE DIRT AND CONSTRUCTION DEBRIS IS PROHIBITED UNLESS PROPER SEDIMENT CONTROLS ARE USED. PREFERABLY, AREAS REQUIRING CLEANING SHOULD BE SWEPT.

38. CONTRACTOR SHALL PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER. BARRICADES, SIGNS, LIGHTS, ETC., REQUIRED FOR THE PROTECTION OF PERSONNEL, THE PUBLIC PROPERTY AND MATERIAL SHALL BE PROVIDED FOR AND MAINTAINED DURING CONSTRUCTION BY THE CONTRACTOR, AND SHALL CONFORM TO ALL GOVERNING CODES, ORDINANCES AND REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF PUBLIC AND PRIVATE IMPROVEMENTS/FACILITIES DAMAGED BY OPERATIONS INCLUDING BUT NOT LIMITED TO MONUMENTS, BENCHMARKS, AC PAVEMENT, PAVEMENT MARKINGS, TRAFFIC STRIPING AND SIGNAGE, TRAFFIC LOOPS, EXISTING FIBER OPTIC, EXISTING SEWER MAINS ETC.

39. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UTILITIES AS SHOWN ON DRAWINGS ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL DEMOLITION WILL REVEAL THE TYPES, EXTENT, SIZES AND LOCATIONS OF SUCH UTILITIES.

40. ALL UNDERGROUND UTILITIES SHALL BE COMPLETE BEFORE PLACING OF BASE ROCK UNLESS OTHERWISE NOTED.

41. ALL KNOWN EXISTING UTILITY LINES ARE SHOWN FOR INFORMATION ONLY. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING UTILITY LINES OR FACILITIES TO REMAIN IN PLACE, WHETHER OR NOT SUCH LINES OR FACILITIES ARE SHOWN ON THESE PLANS, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERETO. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH. NEITHER THE OWNER NOR THE DESIGN TEAM ASSUMES RESPONSIBILITIES THAT EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED WILL BE THOSE ENCOUNTERED. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY AN UNDERGROUND UTILITY LOCATING COMPANY HIRED BY THE CONTRACTOR FIVE (5) WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION ALL WORK SHALL BE DONE BY THE CONTRACTOR.

42. CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK TO AVOID CONFLICTS BETWEEN SEWER, STORM DRAINS, WATER, GAS, STEAM AND ELECTRICAL MAINS. THE GENERAL CONTRACTOR SHALL EMPLOY A UTILITY AND SERVICE LOCATOR APPROVED BY THE OWNER IN LOCATING BURIED UTILITIES AND SERVICES AT (AND IN THE VICINITY OF) THE PROJECT.

43. CONTRACTOR IS RESPONSIBLE FOR MAKING EXISTING GAS LINES, POWER LINES, WATER LINES, SEWER LINES, COMMUNICATION LINES, CABLE, ELECTRICAL LINES, ETC. DISCONNECTED AND RELOCATED AS NECESSARY. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (U.S.A.) AT (800) 227- 2600 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION, FOR MARK OUTS OF EXISTING UNDERGROUND FACILITIES. CONTRACTOR SHALL COORDINATE WORK WITH UTILITY COMPANIES.

44. UTILITIES OR SERVICES TEMPORARILY REMOVED OR DISCONNECTED IN ORDER TO PERFORM THE WORK SHALL BE REBUILT OR REPLACED TO MATCH THE (E) CONDITION PRIOR TO THEIR REMOVAL AND REINSTALLATION. SUCH WORK SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER.

45. UTILITY CONNECTIONS AND DISCONNECTIONS NECESSARY TO COMPLETE THE WORK WILL BE PERFORMED IN SUCH MANNER IN ORDER TO MINIMIZE UTILITY SERVICE INTERRUPTIONS TO FACILITY OPERATIONS IN THE VICINITY OF CONSTRUCTION. THE CONTRACTOR WILL COORDINATE ALL UTILITY INTERRUPTIONS DURING ALL PHASES OF CONSTRUCTION WITH THE OWNER'S REPRESENTATIVE. COORDINATE ALL "DOWN TIME" WITH THE OWNER.

46. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ANY DIFFERENCES IN LOCATIONS OF EXISTING UTILITIES FROM THAT SHOWN, OR ANY CONFLICTS WITH THE DESIGN BEFORE CONTINUE WORK IN THAT AREA.

47. ALL EXCAVATIONS SHOULD BE PERFORMED IN ACCORDANCE WITH CAL OSHA REQUIREMENTS.

48. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INCLUDE ALL MATERIAL AND LABOR REQUIRED WITHIN THE BID PRICE, FOR EARTHWORK CONSTRUCTION, TO CARRY OUT THE CUT/FILL AND/OR IMPORT/EXPORT AS NECESSARY TO MEET THE DESIGN GRADES SHOWN ON THE PLANS. CONTRACTOR IS TO DELIVER TO THE CITY OF NEWARK THE PROJECT IN A COMPLETE AND OPERATIONAL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY INVESTIGATION OR STUDIES THAT ARE REQUIRED TO SATISFY THIS REQUIREMENT. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR SAID CUT/FILL AND/OR IMPORT/EXPORT.

49. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CONTROL OF THE ENTIRE CONSTRUCTION OPERATION AND TO KEEP THE ENTIRE SITE IN COMPLIANCE WITH STATE AND LOCAL LAWS AND MEASURES.

50. THE CONTROL PLAN MAY NOT COVER ALL THE SITUATIONS THAT MAY ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS AND ADDITIONS MAY BE MADE BY THE CONTRACTOR TO THIS PLAN WITH APPROVAL BY THE OWNER.

51. VACUUM, DUST, SWEEP AND REMOVE DEBRIS DAILY.

52. ANY NOISE CAUSED BY CONSTRUCTION (INCLUDING BUT NOT LIMITED BY DEMOLITION, DRYWALL INSTALLATION AND OTHER DISRUPTIVE PORTIONS OF WORK) SHOULD NOT EXCEED OSHA's PERMISSIBLE EXPOSURE LIMIT (PEL) FOR NOISE DURING THE HOURS OF 7:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY, IN ADDITION PER NEWARK MUNICIPAL ORDINANCE SECTION 17.24.100, NO NOISE SHALL BE PERMITTED THAT EXCEEDS 70 dBA BETWEEN THE HOURS OF 7:00AM AND 9:00PM OR 60 dBA BETWEEN THE HOURS OF 9:00PM AND 7:00AM. ANY CONSTRUCTION WORK EXCEEDING OSHA NOISE THRESHOLD OR NEWARK ORDINANCE NOISE THRESHOLD REQUIRES PRIOR APPROVAL FROM THE CITY OF NEWARK.

53. COORDINATE ANY NECESSARY ELECTRICAL OR OTHER SYSTEM SHUTDOWN WITH THE CITY AT LEAST 2 DAYS IN ADVANCE. PROVIDE ALL NECESSARY LIFE SAFETY, SECURITY AND MONITORING DURING SHUTDOWN.

54. PROTECT ALL EXISTING ITEMS AND FINISHES TO REMAIN FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.

55. PROTECT OWNER'S PROPERTY, DESKS, OFFICE PAPERS AND EQUIPMENT. INSTALL PLASTIC DUST COVERING TO KEEP AREA CLEAN.

56. PROTECT EXISTING TREES AND VEGETATION TO REMAIN. EXISTING VEGETATION SHALL BE REMOVED ONLY AS DIRECTED BY THE CITY'S REPRESENTATIVE.

57. PROTECT EXISTING WATER VALVE, IRRIGATION WIRING, UTILITIES, COMMUNICATION AND OTHER SITE ATTRIBUTES AS REQUIRED DURING DEMOLITION AND NEW CONSTRUCTION.

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THE KPA GROUP
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MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions:

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Sheet Number:
G003

GENERAL NOTES CONTINUED:

59. REPLACE ALL (E) ITEMS TO REMAIN THAT ARE DAMAGED/REMOVED BY CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER.

60. PROVIDE ANY NECESSARY OFF-SITE STORAGE AND STAGING.

61. CONTRACTOR IS RESPONSIBLE FOR FINAL CONSTRUCTION PHASING SEQUENCE.

62. WORKING HOURS SHALL BE FROM 7:00AM TO 5:00PM. VERIFY HOURS WITH CITY STAFF AT THE PRECONSTRUCTION MEETING.

63. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS, DETAILS AND SPECIFICATIONS PREPARED FOR THE PROJECT. ANY DEVIATION FROM APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE 48 HOURS PRIOR WRITTEN NOTICE TO AND SUBJECT TO THE APPROVAL OF THE CITY.

64. NO RECORD OR EXISTING DRAWINGS ARE PROVIDED/AVAILABLE FOR THIS BUILDING. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. BRING ALL DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT.

65. CONTRACTOR SHALL ANTICIPATE MINOR DIMENSIONAL ADJUSTMENTS TO MATCH/FIT NEW AND EXISTING CONDITIONS. MINOR DIMENSIONAL ADJUSTMENTS SHALL BE AT NO ADDITIONAL COST TO CONTRACT SUM.

66. EXISTING BUILDING SYSTEMS ARE PARTIALLY SUSPENDED FROM ROOF STRUCTURE AND PARTIALLY SUPPORTED BY EXISTING WOOD STUD PARTITION WALLS. PORTIONS OF EXISTING WALLS SHALL BE REMOVED AND CEILING SYSTEMS WILL REQUIRE TEMPORARILY AND PERMANENT SUPPORT.

67. CONTRACT TO PROVIDE SURVEY SERVICES TO LAYOUT, CONFIRM AND COORDINATE REQUIRED CODE SLOPES AND DIMENSIONS WITH EXISTING CONDITIONS.

68. CONTRACTOR SHALL REMOVE FROM SITE ALL EXCAVATED SOILS, AND INCLUDING ROCK, NOT SUITABLE FOR TRENCH OR BUILDING BACKFILL.

69. CONTRACTOR SHALL APPLY AND OBTAIN AN ENCROACHMENT PERMIT FOR WORK WITHIN THE PUBLIC RIGHT-OF-WAY PRIOR TO ANY WORK BEING PERFORMED.

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MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

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GENERAL NOTES

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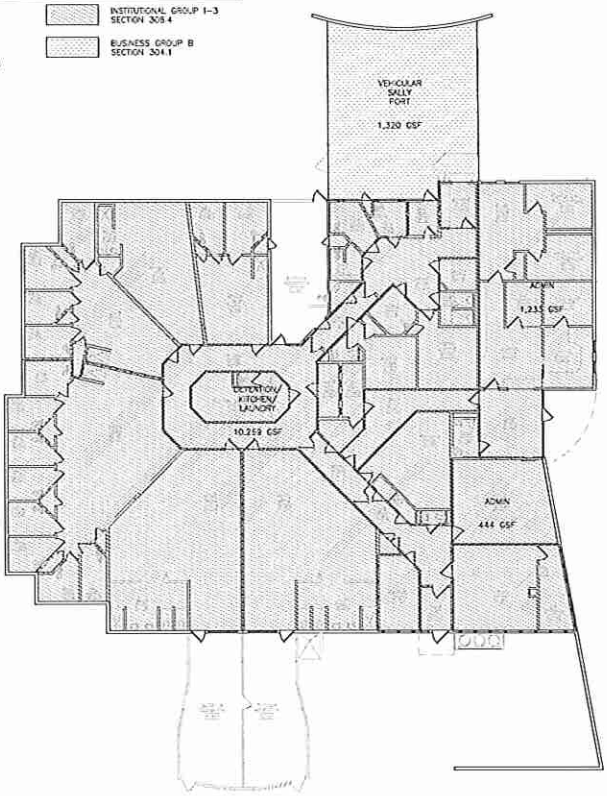
LEGEND:

- 4HR. RATED OCCUPANCY SEPARATION WALL
- 1HR. RATED WALL
- 2HR. RATED WALL
- 1HR. SMOKE STOP PARTITION
- 1HR. FIRE RESISTIVE NON-COMBUSTIBLE WALL
- INSTITUTIONAL GROUP I-3 SECTION 308.4
- BUSINESS GROUP B SECTION 304.1



PLAN NORTH

1 CODE ANALYSIS PLAN
1" = 10'

0 5 10 20

APPLICABLE BUILDING CODES:

BUILDING CODE:	2022 CALIFORNIA BUILDING CODE 2022 CALIFORNIA EXISTING BUILDING CODE
MECHANICAL CODE:	2022 CALIFORNIA MECHANICAL CODE
ELECTRICAL CODE:	2022 CALIFORNIA ELECTRIC CODE NFPA 70 – 2023 NATIONAL ELECTRICAL CODE
FIRE PROTECTION:	2022 CALIFORNIA FIRE CODE NFPA 13 – 2025
ENERGY CODE:	2022 CALIFORNIA ENERGY CODE
SUSTAINABILITY:	2022 CALIFORNIA GREEN BUILDING STANDARDS

THIS BUILDING IS ORIGINALLY DESIGNED IN 1993 AND ADOPTED THE 1991 UNIFORM BUILDING CODE

1. USE AND OCCUPANCY CLASSIFICATION - PER AS-BUILT, NO CHANGE

SECTION 302 OCCUPANCY GROUPS
SECTION 308.4 INSTITUTIONAL GROUP I-3
SECTION 304.1 BUSINESS GROUP B

SECTION 508 MIXED USE OCCUPANCY
TABLE 508.4 REQUIRED SEPARATION OF OCCUPANCIES
I-3 AND B 2 HOUR

TABLE 706.4 FIRE WALL FIRE-RESISTANCE RATINGS
4 HOUR FIRE WALL PROVIDED PER AS-BUILT DRAWINGS

2. BUILDING CONSTRUCTION TYPE - PER AS-BUILT, NO CHANGE

TABLES 601 – CONSTRUCTION CLASSIFICATION TYPE II-A

3. BUILDING HEIGHT AND AREA - NO CHANGE

4. DESIGN OCCUPANT LOAD AND EXIT ACCESS - NO CHANGE

1005.3.2 EXIT WIDTH – NO CHANGE

TABLE 1006.2.1&1006.3.3(2) EXITS & COMMON PATH OF TRAVEL – NO CHANGE

TABLE 1017.2 TRAVEL DISTANCE – NO CHANGE

5. PLUMBING FIXTURES

OCCUPANT LOAD – NO CHANGE
NO CHANGE TO OCCUPANCY GROUP OR SIZES OF THE EXISTING SPACES.

PLUMBING FIXTURE COUNT – NO CHANGE

6. INTERIOR FINISHES

PER TABLE 803.13 – INTERIOR WALL AND CEILING FINISHES
ROOMS AND ENCLOSED SPACES CLASS B
CORRIDORS AND EXIT PASSAGEWAYS CLASS A

7. AUTHORITY HAVING JURISDICTION (AHJ)

FIRE PROTECTION AND ALARM SYSTEMS – MARIPOSA COUNTY

ACCESSIBILITY NOTES:

1. PER 11B-CBC-202.4, PATH OF TRAVEL REQUIREMENTS IN ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS, EXCEPTION 7

   PROJECTS CONSISTING ONLY OF HEATING, VENTILATION, AIR CONDITIONING, REROOFING, ELECTRICAL WORK NOT INVOLVING PLACEMENT OF SWITCHES AND RECEPTACLES, SHALL NOT BE REQUIRED TO COMPLY WITH SECTION 11B-202.4 UNLESS THEY AFFECT THE USABILITY OF THE BUILDING OR FACILITY.

KPA ENGINEERS ARCHITECTS
THE KPA GROUP
1710 Elliott Avenue Rutherford Suite 100
Pleasanton, California 94588
Tel: 925.223.8517 www.kpagroup.com
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MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

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NEW WORK KEYED NOTES:

1. STEEL PIPE BOLLARDS AT 48" O.C. MAX. w/ 18" DIA. CONCRETE BASE, (SEE DETAIL 2/C501)
2. (E) TRANSFORMER AND SOLAR PANEL TO REMAIN
3. (E) MINI-SPLIT SYSTEM TO REMAIN
4. (N) 60" X 105" FIRE-CAST CONCRETE PAD WITH I-HOOKS. PROVIDE LEVEL SURFACE AND GRADE AS APPROPRIATE, INSTALL PER PG&E REQUIREMENTS
5. (N) CONCRETE EQUIPMENT PAD (SEE DETAIL 6/C501). COORDINATE EXACT SIZE AND LOCATION PER ELECTRICAL EQUIPMENT, SEE ELECTRICAL DRAWINGS
6. (N) CONCRETE GENERATOR PAD (SEE DETAIL 1/C501). MAINTAIN A MIN. OF 6" PAST FACE OF GENERATOR (ALL SIDES). COORDINATE EXACT SIZE AND LOCATION PER GENERATOR APPROVED SHOP DRAWINGS
7. 3'-0" WORKING CLEARANCE, EACH SIDE OF GENERATOR
8. (N) CONCRETE CURB, (SEE DETAIL 9/C501)
9. PATCH EXISTING ASPHALT TO AS REQUIRED TO MATCH EXISTING AFTER CONSTRUCTION OF NEW CURB. (SEE DETAIL 4/C501)
10. PROVIDE NFPA 704 PLACARD AND A "NO SMOKING" SIGN MOUNTED ON GENERATOR HOUSING, (SEE DETAILS 7/C501 & 8/C501)
11. PROVIDE A "NO SMOKING/OPEN FLAME" SIGNAGE, (SEE DETAIL 10/C501)
12. WEATHERTIGHT OUTDOOR FIRE EXTINGUISHER CABINET, TOP OF CABINET SHALL BE 60" MAX. ABOVE FINISHED GRADE, SURFACE MOUNT TO CONCRETE WALL
13. NFPA 704 PLACARD MOUNTED TO FENCE, (SEE DETAIL 7/C501)
14. REMOVABLE STEEL PIPE BOLLARDS AT 48" O.C. MAX. w/18" DIA. CONCRETE BASE, (SEE DETAIL 11/C501)
15. PATCH HOLES AND REPLACE PAVEMENT TO MATCH EXISTING AT EXPOSED REMOVED BOLLARD LOCATIONS
16. RELOCATED ELECTRIC SERVICE METER, COORDINATE LOCATION, HEIGHT, AND MOUNTING REQUIREMENTS WITH PG&E
17. (N) CONCRETE COOLER PAD (SEE DETAIL 12/C501). COORDINATE FINAL SIZE WITH COUNTY PRIOR TO CONSTRUCTION, COOLER NOT IN CONTRACT
18. PROVIDE (10) 1/2"ø SS TITEN-HD SCREWS w/ 3-1/4" EMBED, TYPICAL. COORDINATE w/ APPROVED GENERATOR SHOP DRAWINGS

DEMOLITION KEYED NOTES:

D1. REMOVE EXISTING EMERGENCY GENERATOR AND DEMOLISH EXISTING CONCRETE EQUIPMENT PAD

D2. COORDINATE REMOVAL OF (E) TRANSFORMER WITH PG&E, REMOVE (E) CONCRETE PAD AND (E) BOLLARDS

D3. DEMOLISH EXISTING ELECTRICAL EQUIPMENT, COORDINATE WITH ELECTRICAL DRAWINGS

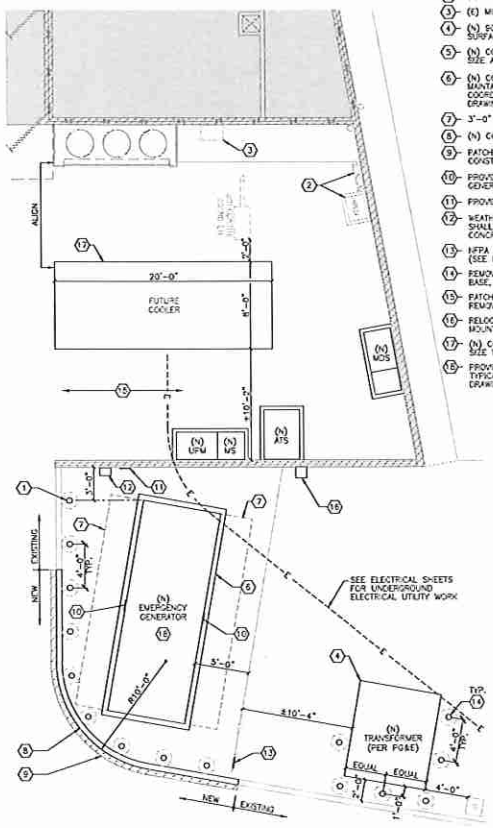
D4. DEMOLISH EXISTING RADIUS CURB

D5. SAWCUT AND REMOVE EXISTING ASPHALT AS REQUIRED TO INSTALL NEW CURBS (RADIUS)

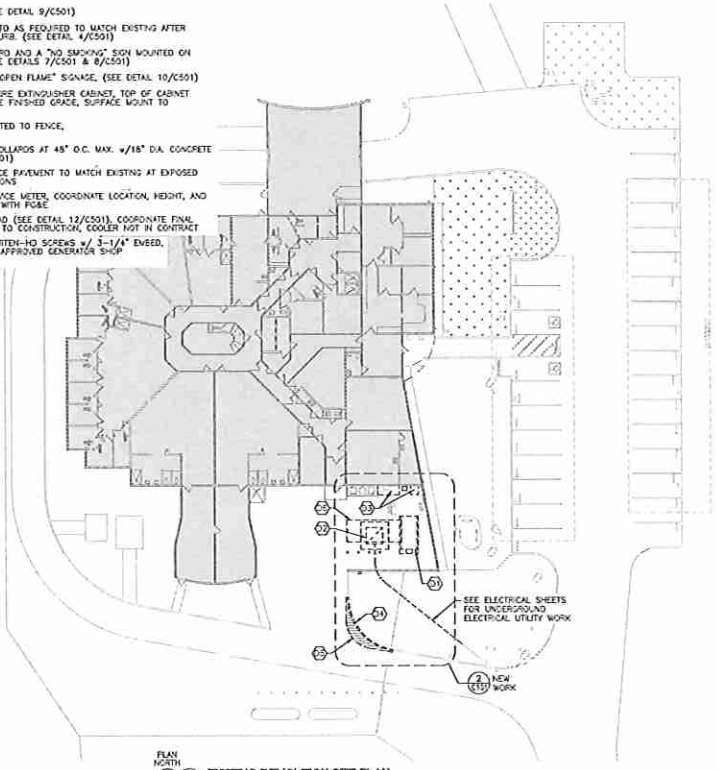
D6. SAWCUT (E) ASPHALT AND PREPARE AREA FOR NEW CONCRETE PAD FOR FUTURE COOLER/FREEZER UNIT, EXTENT AS REQUIRED, SEE PLAN DETAIL 2 ON THIS SHEET

GENERAL NOTES:

1. FIELD VERIFY EXISTING CONDITIONS, BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR FINAL DECISION.
2. COORDINATE ALL DEMOLITION/NEW ELECTRICAL EQUIPMENT WITH ELECTRICAL DRAWINGS.
3. REPAIR/REFINISH ANY SURFACES DISTURBED BY DEMOLITION AND/OR NEW CONSTRUCTION. MATCH EXISTING MATERIALS.



PLAN NORTH (N) 2 ENLARGED PLAN AT NEW GENERATOR LOCATION
1/4" = 1'-0"



PLAN NORTH (N) 1 EXISTING DEMOLITION SITE PLAN
1/16" = 1'-0"

KPA ENGINEERS ARCHITECTS
THE KPA GROUP
475 E. Olive Avenue, Suite 110
Fresno, CA 93728
Tel: 559.233.1077 www.kpagroup.com
OTHER KPA GROUP OFFICES

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

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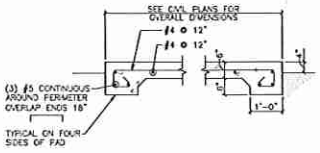
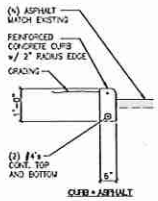
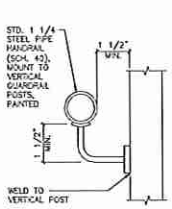


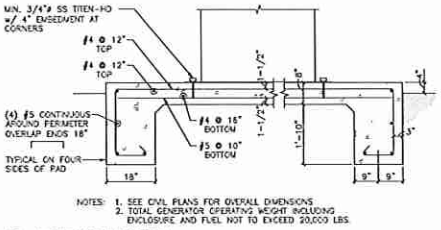
12 COOLER PAD DETAIL
3/4" = 1'-0"



9 TYPICAL CURB DETAIL
NOT TO SCALE



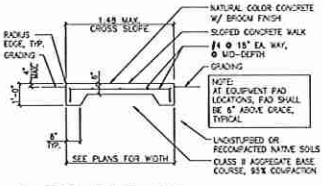
5 HANDRAIL DETAIL
NOT TO SCALE



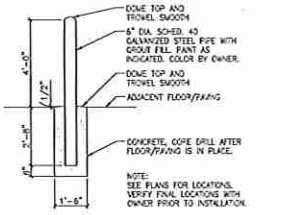
1 GENERATOR PAD DETAIL
3/4" = 1'-0"



10 NO SMOKING/OPEN FLAME SIGNAGE
NOT TO SCALE



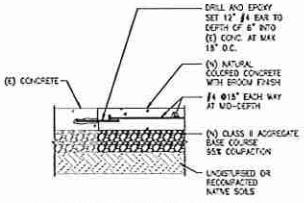
6 TYPICAL CONCRETE PAD
1/2" = 1'-0"



2 STEEL PIPE BOLLARD
1/2" = 1'-0"



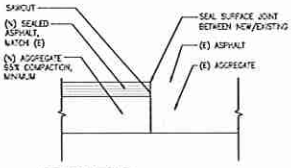
7 NFP 704 PLACARD SIGNAGE
NOT TO SCALE



3 TYPICAL (N) TO (E) CONCRETE SLAB
NOT TO SCALE



8 NO SMOKING SIGNAGE
NOT TO SCALE



4 TYPICAL NEW TO EXISTING ASPHALT PAVING
NOT TO SCALE

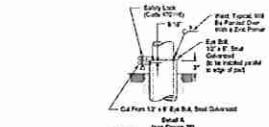


Figure 28
Footing for Removable Steel Post Detail
(see Table 4)

Description	Length (inches)	Code	Doc
Galvanized Fixed Post, 4", Steel Pipe, Standard, Schedule 40	80	105112	-
	67 1/	105128	-
Removable Post, 4", Galvanized Steel Pipe, Standard, Schedule 40 with 3"	80	105129	-
Galvanized Steel Pipe Sleeve, 36" Long, Standard, Schedule 40	67 1/	105124	-
Replacement 4" Removable Bollard Post Galvanized Steel Pipe With Cap Lock Sleeve and Eye Bolt	67	105249	-
	80	105254	-
End Cap, 4" Galvanized Malleable Iron, Slip On Surround	-	021852	-
Strip, Visibility Reflective Yellow Adhesive, Sheet, 2" X 12", Pacific Yellow #PSSE-DP, Avery® #CL-PY-24-12-A	-	012-103	052-105
Safety Lock	-	170118	-

1 Posts fabricated from 24-foot lengths of galvanized steel pipe. Code 011754.
2 67" post length is for single-phase transformer.

11 REMOVABLE BOLLARD
NOT TO SCALE FROM POWELL SPECIFICATION DOCUMENT 051122

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1970 B St., Hayward, CA 94541
Tel: 510-293-4911 www.kpagroup.com
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HVAC SYSTEM REPLACEMENT
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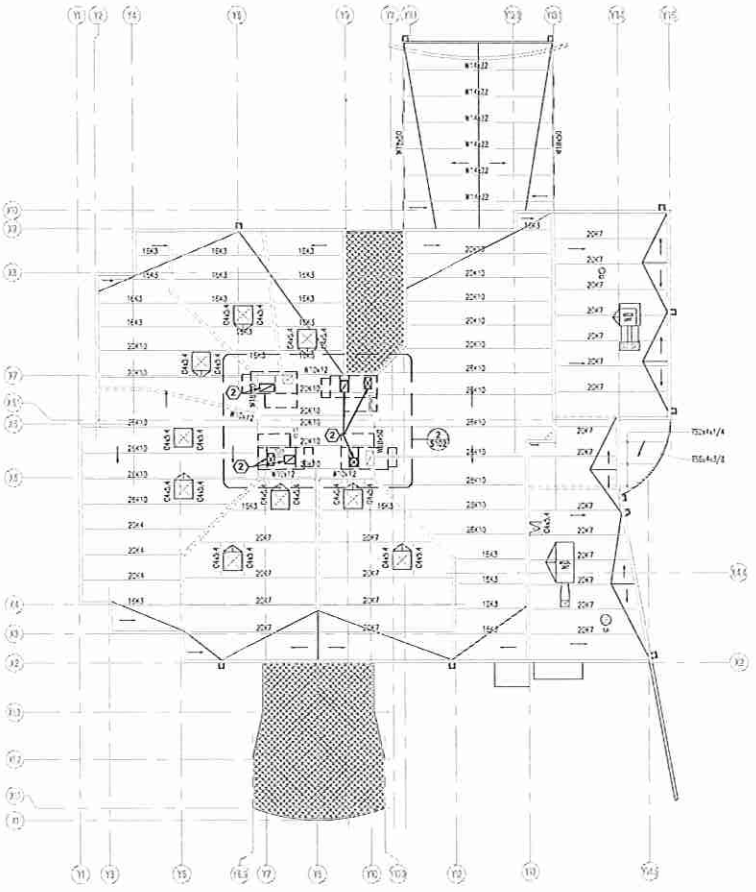


PLAN NORTH

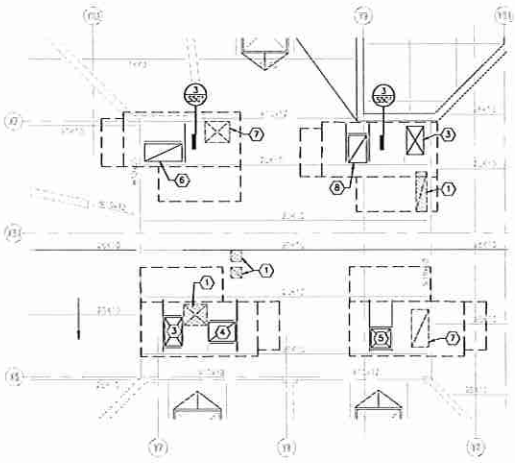
1 STRUCTURAL ROOF FRAMING PLAN
1" = 10'

GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS, BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR FINAL DECISION.
2. SEE TYPICAL DETAILS FOR INFILL AND NEW OPENING REQUIREMENTS.

KEYED NOTES:

1. INFILL EXISTING OPENING
2. NEW FRAMED OPENINGS, SEE ENLARGED PLAN 2/S102
3. 31"x19" OPENING
4. 29"x21" OPENING
5. 21"x21" OPENING
6. 41"x19" OPENING
7. EXISTING OPENING TO REMAIN
8. 33"x23" OPENING



PLAN NORTH

2 ENLARGED ROOF FRAMING PLAN
1/4" = 1'-0"

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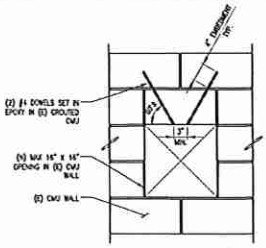
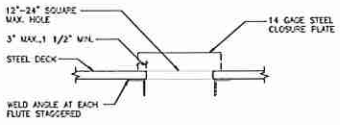
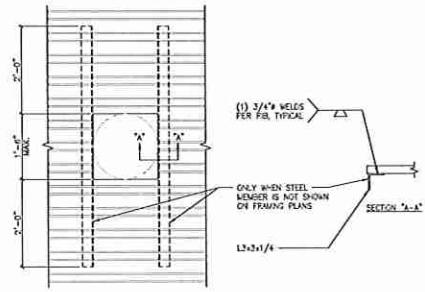


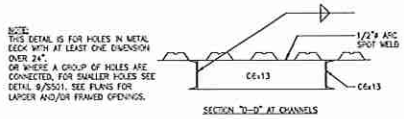
8 (N) OPENING (SMALL) IN (E) CMU WALL
NO SCALE



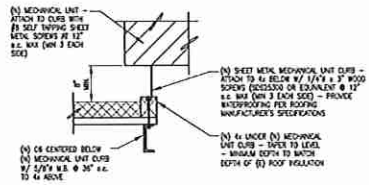
9 MINOR OPENINGS IN STEEL DECKING
NO SCALE



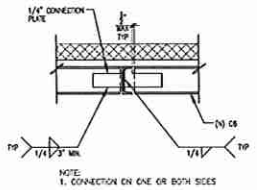
10 INTERMEDIATE OPENINGS IN STEEL DECKING
NO SCALE



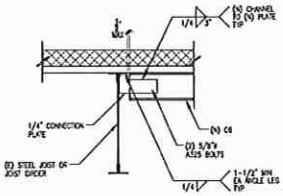
11 MAJOR OPENINGS IN STEEL DECKING
NO SCALE



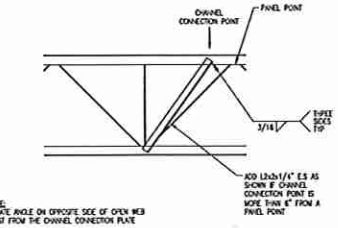
4 MECHANICAL UNIT CURB ATTACHMENT DETAIL
NO SCALE



5 CHANNEL TO CHANNEL CONNECTION DETAIL
NO SCALE



6 CHANNEL TO JOIST/GIRDER CONNECTION DETAIL
NO SCALE

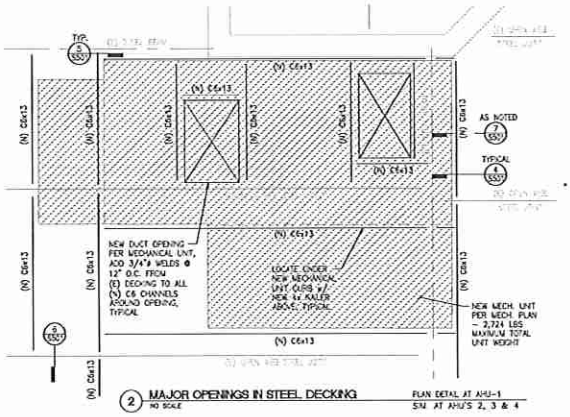


7 TYPICAL TRUSS/GIRDER REINFORCING DETAIL
NO SCALE

A. HOLES IN ROOF DECKS:

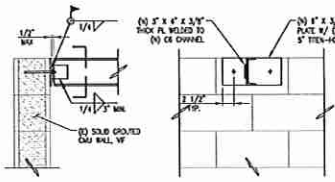
1. SINGLE HOLES IN ROOF DECKS LESS THAN 3" IN DIAMETER ARE PERMITTED WITHOUT REINFORCING PROVIDED THE DISTANCE BETWEEN EDGES OF HOLES ARE AT LEAST 12" APART AND DO NOT CUT MORE THAN ONE RIB.
2. FOR HOLES LARGER THAN 3" IN DIAMETER OR MULTIPLE 3"ø OR SMALLER HOLES WITH EDGES CLOSER THAN 12" APART OR HOLES CUTTING MORE THAN ONE RIB, REINFORCE PER SECTION "B. REINFORCING REQUIREMENTS AT HOLES."
3. THE METAL DECK INFILLS ARE PLACED FROM THE TOP AND LAP EXISTING METAL DECK, THEN ARE PLUG WELDED.
4. WHERE MULTIPLE HOLES OCCUR WITH EDGES LESS THAN 12" FROM EACH OTHER REINFORCE DECK, EXCEPT WHERE NOTED OTHERWISE.
5. FOR HOLES UP TO 12" IN DIAMETER WITH DISTANCE BETWEEN EDGES OF HOLES MORE THAN 12" APART REINFORCE DECK WITH 14 GAGE PLATE.
6. FOR HOLES LARGER THAN 12" AND LESS 24" IN DIAMETER REINFORCE DECK WITH (2) PERIMETER L2x2x1/4 & METAL DECK INFILL TO MATCH EXISTING.
7. FOR HOLES LARGER THAN 24" IN DIAMETER REINFORCE DECK AS PER DETAILS WITH METAL DECK INFILL TO MATCH EXISTING, EXCEPT WHERE NOTED OTHERWISE. IN SOME CASES THERE MAY BE EXISTING FRAMING.
8. ALL STEEL SHALL BE ASTM A36.

1 ROOF DECKS NOTES
NO SCALE



2 MAJOR OPENINGS IN STEEL DECKING
NO SCALE

PLAN DETAIL AT AHU-1
S/U AT AHU'S 2, 3 & 4



NOTE:
LOCATE FACE PLATE SUCH THAT ANCHORS ARE INSTALLED CENTERED ON (E) MASONRY CELLS. CONTRACTOR TO VERIFY CMU IS FULLY GROUTED.

3 CHANNEL TO (E) MASONRY CONNECTION DETAIL
NO SCALE

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THE KPA GROUP

470 E. Bullard Avenue, Suite 101
Clovis, California 93612
Tel: 559.325.0100 www.kpagroup.com

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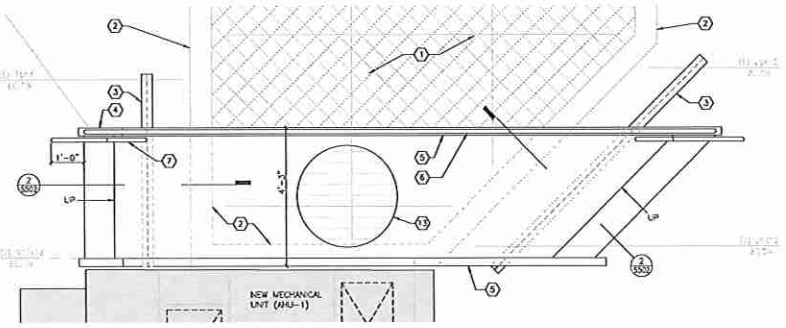
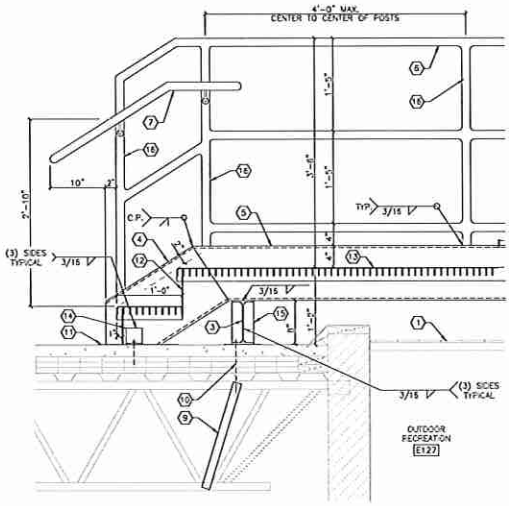


PLAN NORTH

1 ENLARGED CATWALK PLAN
3/4" = 1'-0"



2 STAIR/CATWALK DETAIL
1 1/2" = 1'-0"

GENERAL NOTES:

1. ALL STEEL SHALL BE GALVANIZED
2. HANDRAILS SHALL BE GALVANIZED, PRIMED AND PAINTED. SEE SPECIFICATIONS.
3. 7" MAX. RISERS, 11" MAX. TREADS (MINUS 1" OVERHANG)
4. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION.

KEYED NOTES:

1. EXISTING HORIZONTAL SECURITY WIRE MESH OVER EXISTING STEEL PIPE FRAMING ABOVE OUTDOOR RECREATION
2. EXISTING CMU WALL
3. NEW GALVANIZED W8x13 STEEL BEAM OVER SLIP SHEET OVER EXISTING BUILT-UP ROOFING, SPANNING ACROSS (2) EXISTING OPEN WEB STEEL JOISTS AND/OR EXISTING BEAMS
4. C12x20.7 STEEL STRINGER
5. MC10x22 STEEL STRINGER
6. STD. 1 1/4 PIPE RAILS, 42" HIGH (PAINTED), WELD RAILS TO POST
7. STD. 1 1/4 PIPE HANDRAIL, PAINTED. SEE DETAIL 7/S502
8. PROVIDE A WATERTIGHT SEAL AT ALL PENETRATIONS THROUGH EXISTING BUILT-UP ROOF
9. NEW STEEL ANGLE JOIST REINFORCING, SEE DETAIL 7/S501
10. NEW 3/8"ø THREADED ROD, NUT AT TOP AND BOTTOM
11. PROVIDE SLIP SHEET ACROSS BOTTOM OF STAIR BASE
12. 12 GAGE GALVANIZED STEEL CHECKERED PLATE RISERS
13. WELDED GALVANIZED STEEL GRATE DECK (1 1/2" x 3/16" BEARING BARS AT 1 3/16" O.C. w/ CROSS BARS AT 4" O.C.) AND CHECKERED PLATE NOSING WELDED TO STRINGERS
14. 3"x3"x1/4" GALVANIZED ANGLE w/ 3/4"ø ANCHOR BOLT INTO EXISTING ROOF. PROVIDE A WATERTIGHT SEAL AT PENETRATIONS
15. 1/4" STIFFENER PLATE (EACH SIDE OF BEAM WEB), CUT TO FIT, ALIGN WITH NEW STAIR STRINGERS, TYPICAL
16. X-STRONG 1 1/4 STD. PIPE GUARDRAIL VERTICAL POSTS, 42" HIGH (PAINTED), WELD TO STEEL CHANNEL

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CATWALK/ STAIR AND MISC. DETAILS

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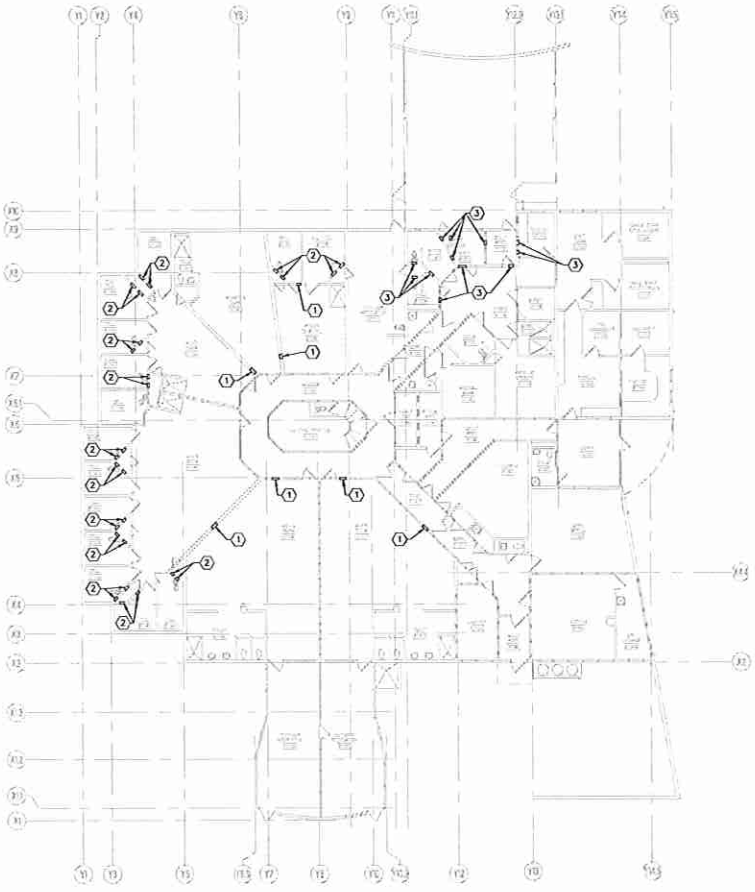

PLAN NORTH

1 DEMOLITION FLOOR PLAN

1" = 10'

0 5 10 20

GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS, BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR FINAL DECISION.
2. SEE STRUCTURAL DRAWINGS FOR ENLARGED/NEW OPENING REQUIREMENTS IN EXISTING WALLS.
3. REPAIR AND REFINISH ANY EXISTING WALLS AND/OR SURFACES DISTURBED BY DEMOLITION AND NEW CONSTRUCTION AND FINISH TO MATCH EXISTING ADJACENT SURFACES, U.N.O.

LEGEND:

- (#) KEYED NOTE
- 4HR. RATED OCCUPANCY SEPARATION WALL
- 1HR. RATED WALL
- 2HR. RATED WALL
- 1HR. SMOKE STOP PARTITION
- 1HR. FIRE RESISTIVE NON-COMBUSTIBLE WALL

KEYED NOTES:

1. PROVIDE NEW OPENING IN (E) CMU WALL FOR NEW DUCT. PROVIDE SECURITY GRILL AT NEW OPENING, COORDINATE WITH MECHANICAL DRAWINGS.
2. ENLARGE EXISTING OPENING IN (E) CMU WALL TO ACCOMMODATE NEW DUCT SIZE AND OR GRILLE SIZE. PROVIDE NEW SECURITY GRILL AT ENLARGED OPENINGS. COORDINATE WITH MECHANICAL DRAWINGS
3. ENLARGE EXISTING DUCT OPENING IN EXISTING WALL FOR LARGER DIAMETER DUCT. COORDINATE NEW SIZE WITH MECHANICAL DRAWINGS

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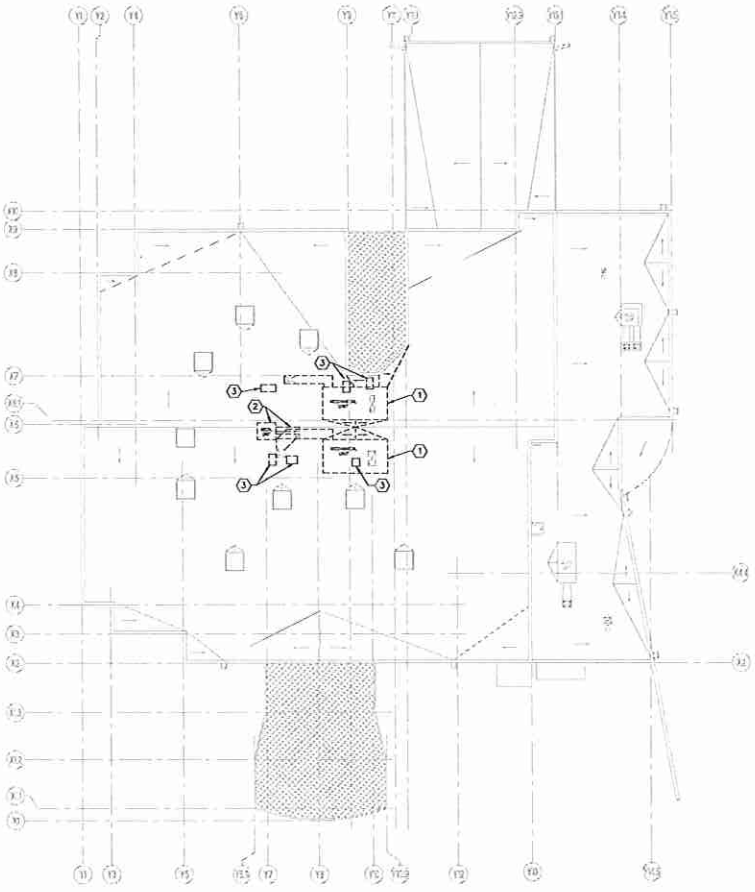

PLAN NORTH

1 DEMOLITION ROOF PLAN
1" = 10'

0 5 10 20

GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS, BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR FINAL DECISION.
2. COORDINATE ALL DEMOLITION OF MECHANICAL UNITS AND PIPING WITH MECHANICAL DRAWINGS.
3. EXISTING OPENINGS THROUGH ROOF TO REMAIN, U.N.O.
4. SEE STRUCTURAL DRAWINGS FOR SUPPORT FRAMING AT NEW OPENINGS.

KEYED NOTES:

(1)- REMOVE EXISTING ROOFTOP MECHANICAL UNIT, DUCTWORK AND EXISTING MECHANICAL CURB

(2)- REMOVE EXISTING ROOFTOP AC UNIT, DEMO EXISTING DUCT WORK

(3)- PROVIDE NEW OPENINGS THROUGH EXISTING ROOF, COORDINATE EXACT SIZE AND LOCATIONS WITH PLACEMENT OF NEW MECHANICAL ROOFTOP UNITS

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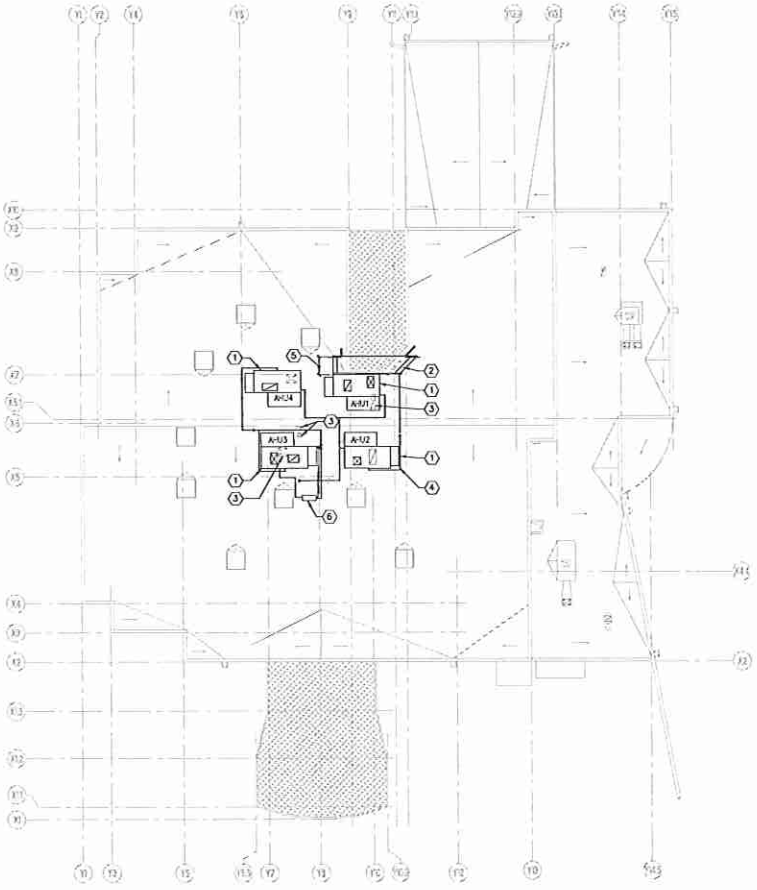

PLAN NORTH

ROOF PLAN
1" = 10'

0 5 10 20

GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS, BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR FINAL DECISION.
2. EXISTING ROOF CONSTRUCTION CONSISTS OF BUILT-UP ROOFING OVER 2" ZONOLITE OVER 2" RIGID INSULATION OVER METAL DECK.
3. PROVIDE ROOF INSULATION SADDLES AT NEW EQUIPMENT AS REQUIRED TO MAINTAIN POSITIVE FLOW OF WATER.
4. PROVIDE ROOF COUNTER FLASHING AND BOOTS FOR ALL PIPE PENETRATIONS THROUGH ROOF, TYPICAL.
5. COORDINATE ALL WORK WITH MECHANICAL AND ELECTRICAL DRAWINGS.

KEYED NOTES:

1. NEW ROOFTOP MECHANICAL UNIT w/ MECHANICAL CURB, COORDINATE WITH MECHANICAL DRAWINGS
2. PROVIDE NEW CATWALK w/ GUARDRAIL OVER EXISTING ROOFTOP OPENING, SEE STRUCTURAL SHEET S502
3. INFILL EXISTING ROOF OPENING, COORDINATE INFILL REQUIREMENTS WITH STRUCTURAL DRAWINGS
4. MECHANICAL PIPING AND PIPE SUPPORTS, TYPICAL. SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION
5. MAINTAIN 4'-0" CLEAR FROM FACE OF MECHANICAL UNIT TO FACE OF GUARDRAIL FOR REQUIRED CLEARANCES
6. ROOF TOP UNIT FOR NEW MINI-SPLIT SYSTEM

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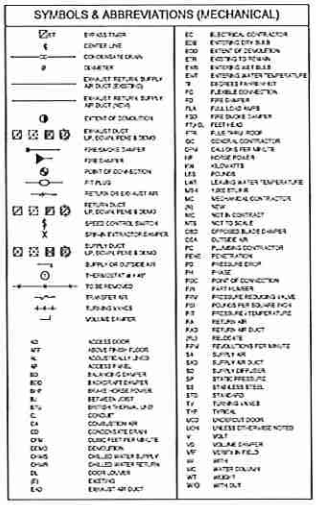
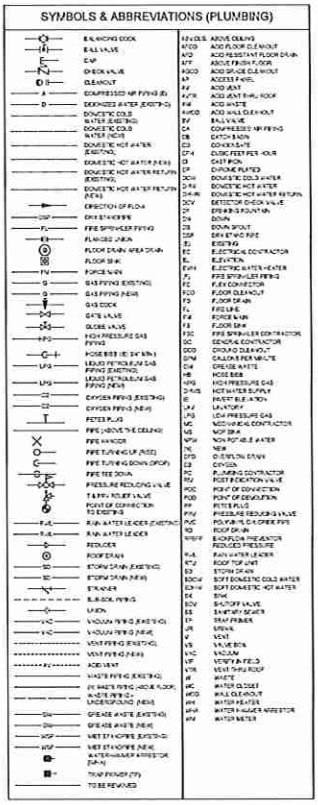
SYMBOLS & ABBREVIATIONS (MECHANICAL)



EF	EXHAUST FAN
℄	CENTER LINE
CD	CONDENSATE DRAIN
⌀	DIAMETER
	EXHAUST, RETURN, SUPPLY AIR DUCT (EXISTING)
	EXHAUST, RETURN, SUPPLY AIR DUCT (NEW)
	EXTENT OF DEMOLITION
	EXHAUST DUCT UP, DOWN, PENCIL DRAW
	FIRE/SMOKE DAMPER
	FIRE DAMPER
	POINT OF CONNECTION
	FIT PLUG
	RETURN OR EXHAUST AIR
	RETURN DUCT UP, DOWN, PENCIL DRAW
	SPEED CONTROL SWITCH
	SPIN-IN EXTRACTOR DAMPER
	SUPPLY DUCT UP, DOWN, PENCIL DRAW
	SUPPLY OR OUTSIDE AIR
	THERMOSTAT @ 4'-0"
	TO BE REMOVED
	TRANSFER KIT
	TURNING VANES
	VOLUME DAMPER

AD	ACCESS DOOR
AFF	ABOVE FINISH FLOOR
AL	ACOUSTICALLY LINED
AP	ACCESS PANEL
BD	BALANCING DAMPER
BDD	BACKDRAFT DAMPER
BHP	BRAKE HORSE POWER
BL	BETWEEN JOIST
BTU	BRITISH THERMAL UNIT
C.	CONDUIT
CA	COMBUSTION AIR
CD	CONDENSATE DRAIN
CFM	CUBIC FEET PER MINUTE
DEMO	DEMOLITION
D-W-S	CHILLED WATER SUPPLY
D-W-R	CHILLED WATER RETURN
DL	DOOR LOUVER
(E)	EXISTING
E-O	EXHAUST AIR DUCT
EC	ELECTRICAL CONTRACTOR
EDB	EXISTING DRY BULB
EDD	EXTENT OF DEMOLITION
ETR	EXISTING TO REMAIN
EWB	EXISTING WET BULB
EWT	EXISTING WATER TEMPERATURE
F	DEGREES FAHRENHEIT
FC	FLEXIBLE CONNECTION
FD	FIRE DAMPER
FLA	FULL LOAD AMPS
FSD	FIRE SMOKE DAMPER
FT², SQ. FEET	SQUARE FEET
FTR	FUEL TRAY ROOF
GC	GENERAL CONTRACTOR
GPM	GALLON PER MINUTE
HP	HORSE POWER
KW	KILOWATTS
LBS	POUNDS
LWT	LEAVING WATER TEMPERATURE
MBH	1,000 BTU/HR
MC	MECHANICAL CONTRACTOR
(N)	NEW
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OBD	OPPOSED BLADE DAMPER
OSA	OUTSIDE AIR
PC	PLUMBING CONTRACTOR
PENE	PENETRATION
PD	PRESSURE DROP
PH	PHASE
POC	POINT OF CONNECTION
P/N	PART NUMBER
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE/TEMPERATURE
RA	RETURN AIR
RAD	RETURN AIR DUCT
(R)	RELOCATE
RPM	REVOLUTIONS PER MINUTE
SA	SUPPLY AIR
SAD	SUPPLY AIR DUCT
SD	SUPPLY DIFFUSER
SP	STATIC PRESSURE
SS	STAINLESS STEEL
STD	STANDARD
TV	TURNING VANES
TYP	TYPICAL
UC	UNDERCUT DOOR
UON	UNLESS OTHERWISE NOTED
V	VENT
VD	VOLUME DAMPER
VIF	VERIFY IN FIELD
W	WITH
WC	WATER CLOSET
WT	WEIGHT
W/O	WITH OUT

SYMBOLS & ABBREVIATIONS (PLUMBING)



BALANCING COCK	
BALL VALVE	
CAP	
CHECK VALVE	
CLEANOUT	
COMPRESSED AIR PIPING (E)	
DEIONIZED WATER (EXISTING)	
DOMESTIC COLD WATER (EXISTING)	
DOMESTIC COLD WATER (NEW)	
DOMESTIC HOT WATER (EXISTING)	
DOMESTIC HOT WATER RETURN (EXISTING)	
DOMESTIC HOT WATER RETURN (NEW)	
DIRECTION OF FLOW	
DRY STANDPIPE	
FIRE SPRINKLER PIPING	
FLANGED JOINT	
FLOOR DRAIN, AREA DRAIN	
FLOOR SINK	
FUTURE	
GAS PIPING (EXISTING)	
GAS PIPING (NEW)	
GAS COCK	
GATE VALVE	
GLOBE VALVE	
HIGH PRESSURE GAS PIPING	
HOSE BIBB (HB, SH, WH)	
LIQUID PETROLEUM GAS PIPING (EXISTING)	
LIQUID PETROLEUM GAS PIPING (NEW)	
OXYGEN PIPING (EXISTING)	
OXYGEN PIPING (NEW)	
PETER PLUG	
PIPE (ABOVE FINISHED CEILING)	
PIPE ANCHOR	
PIPE TURNING UP (TOS)	
PIPE TURNING DOWN (BOP)	
PIPE TEE DOWN	
PRESSURE REDUCING VALVE	
T & P RELIEF VALVE	
POINT OF CONNECTION TO EXISTING	
RAIN WATER LEADER (VERTICAL)	
RAIN WATER LEADER	
REDUCER	
ROOF DRAIN	
STORM DRAIN (EXISTING)	
STORM DRAIN (NEW)	
STRAINER	
SUB-SOIL PIPING	
UNION	
VACUUM PIPING (EXISTING)	
VACUUM PIPING (NEW)	
VENT PIPING (EXISTING)	
VENT PIPING (NEW)	
ACID VENT	
WASTE PIPING (EXISTING)	
(E) WASTE PIPING ABOVE FLOOR, (E) WASTE PIPING UNDERGROUND (NEW)	
GREASE WASTE (EXISTING)	
GREASE WASTE (NEW)	
WET STANDPIPE (EXISTING)	
WET STANDPIPE (NEW)	
WATER HAMMER ARRESTOR (SIM.)	
TRAP PRIMER (TP)	
TO BE REMOVED	

AFF, OCBS	ABOVE FINISH FLOOR, ON CENTER BOTH SIDES
ACID	ACID RESISTANT FLOOR DRAIN
AFF	ABOVE FINISH FLOOR
AGCO	ACID GRADE CLEANOUT
AP	ACCESS PANEL
AV	ACID VENT
AVTR	ACID VENT THRU ROOF
AW	ACID WASTE
AWCO	ACID WASTE CLEANOUT
BV	BALL VALVE
CA	COMPRESSED AIR PIPING
CB	CATCH BASIN
CO	CONCRETE
CFH	CUBIC FEET PER HOUR
CI	CAST IRON
CP	CHROME PLATED
DCW	DOMESTIC COLD WATER
DHW	DOMESTIC HOT WATER
DHWR	DOMESTIC HOT WATER RETURN
DCV	DETECTOR CHECK VALVE
DF	DRINKING FOUNTAIN
DN	DOWN
DS	DOWN SPOUT
DSP	DRY STANDPIPE
(E)	EXISTING
EC	ELECTRICAL CONTRACTOR
EL	ELEVATION
EWH	ELECTRIC WATER HEATER
FD	FIRE DEPARTMENT CONNECTION
FC	FLEX CONNECTOR
FCO	FLOOR CLEANOUT
FD	FLOOR DRAIN
FL	FIRE LINE
FW	FORCE MAIN
FS	FLOOR SINK
FSC	FIRE SPRINKLER CONTRACTOR
GC	GENERAL CONTRACTOR
GCO	GROUND CLEANOUT
GPM	GALLON PER MINUTE
GW	GREASE WASTE
HB	HOSE BIBB
HPG	HIGH PRESSURE GAS
HWS	HOT WATER SUPPLY
IE	INVERT ELEVATION
LAV	LAVATORY
LPG	LOW PRESSURE GAS
MC	MECHANICAL CONTRACTOR
MS	MOP SINK
NPW	NON POTABLE WATER
(N)	NEW
OTD	OVERFLOW DRAIN
O2	OXYGEN
PC	PLUMBING CONTRACTOR
PRV	PRESSURE REDUCING VALVE
POC	POINT OF CONNECTION
POD	POINT OF DISTRIBUTION
PP	PETER PLUG
PRV	PRESSURE REDUCING VALVE
PVC	POLYVINYL CHLORIDE PIPE
RD	ROOF DRAIN
RPBP	REDUCED PRESSURE BACKFLOW PREVENTOR
RWL	RAIN WATER LEADER
RTU	ROOF TOP UNIT
SD	STORM DRAIN
SDCW	SOFT DOMESTIC COLD WATER
SDHW	SOFT DOMESTIC HOT WATER
SK	SINK
SOV	SHUT-OFF VALVE
SS	SANITARY SEWER
TP	TRAP PRIMER
UR	URINAL
V	VENT
VB	VALVE BOX
VAC	VACUUM
VIF	VERIFY IN FIELD
VTR	VENT THRU ROOF
WH	WHITE
WC	WATER CLOSET
WCO	WALL CLEANOUT
WH	WATER HEATER
WHA	WATER HAMMER ARRESTOR
WM	WATER METER

GENERAL MECHANICAL NOTES

1. ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE 2022 CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ELECTRIC CODE, NATIONAL FIRE PROTECTION CODES, AND ALL OTHER APPLICABLE CODES AND REGULATIONS.
2. LOCATIONS OF ALL CEILING DIFFUSERS, REGISTERS AND GRILLES ARE DETAILED ON THE ARCHITECTURAL REFLECTED CEILING PLAN AND FLOOR ELEVATIONS.
3. LOCATION OF ALL ROOF OPENINGS AND THE LOCATION OF ALL ROOF MOUNTED EQUIPMENT SUPPORTS ARE DETAILED ON THE STRUCTURAL AND ARCHITECTURAL PLANS.
4. PLATFORMS, CURBS AND FLASHING FOR EQUIPMENT SHALL BE AS INDICATED ON THE STRUCTURAL AND ARCHITECTURAL PLANS. COORDINATE THE EXACT SIZES OF ROOFING OPENINGS AND SUPPORTS FOR THE FURNISHED EQUIPMENT.
5. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL FITTINGS, TRANSITIONS, DAMPERS, VALVES, AND OTHER DEVICES REQUIRED FOR A COMPLETE, WORKABLE INSTALLATION.
6. ALL DUCT WORK SHALL BE CONSTRUCTED, ERECTED AND TESTED IN ACCORDANCE WITH THE APPLICABLE SMACNA STANDARDS.
7. DUCT WORK SHALL BE INSULATED WITH FIBERGLASS INSULATION AND ALL SERVICE JACKET PROVIDE A VAPOR SEAL UNDER ALL EXPOSED DUCTWORK ON PLANS. DUCT DIMENSIONS ON PLANS ARE NET CLEAR INTERIOR.
8. MANUAL DAMPERS SHALL BE PROVIDED IN ALL DUCT BRANCHES TO INDIVIDUAL DIFFUSERS, GRILLES AND REGISTERS.
9. ALL EQUIPMENT, DUCTS, PIPING, AND OTHER DEVICES AND MATERIALS INSTALLED OUTSIDE THE BUILDING OR OTHERWISE EXPOSED TO THE WEATHER SHALL BE COMPLETELY WEATHERPROOFED.
10. PIPE AND DUCT WORK SHALL BE SUPPORTED AND BRACED PER SMACNA GUIDELINES FOR SEISMIC RESTRAINTS OF MECHANICAL SYSTEMS AND PLUMBING PIPING SYSTEMS.
11. EXPOSED PIPING ALLOWED ONLY WHERE INDICATED. PROVIDE ESCUTCHEONS IN FINISHED AREAS.
12. PROVIDE POWDER AND FINAL CONNECTIONS FOR EQUIPMENT PROVIDED UNDER OTHER DIVISIONS OF THE SPECIFICATIONS. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF EQUIPMENT.
13. PENETRATIONS OF RATED ASSEMBLIES SHALL BE FIRE STOPPED BY AN APPROVED MATERIAL AS PRESCRIBED IN CBC SECTION 714.
14. REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF BEAMS. BEAMS SHALL BE AVOIDED WHERE POSSIBLE. ALL DRILLING OF STRUCTURAL BEAMS AND MEMBERS TO BE COORDINATED WITH THE STRUCTURAL ENGINEER. ALL HOLES SHALL BE MINIMUM SIZE AND APPROVED BY STRUCTURAL ENGINEER PRIOR TO DRILLING.
15. FIELD VERIFY LOCATION AND SIZE OF ALL EXISTING PIPING, DUCTWORK AND EQUIPMENT PRIOR TO FABRICATION OF NEW WORK.
16. STRUCTURAL STEEL SHALL CONFORM TO ASTM A36. BOLTS SHALL CONFORM TO ASTM A307, FABRICATION, ERECTION, WELDING AND PAINTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS. ALL STEEL EXPOSED TO WEATHER SHALL BE GALVANIZED.
17. ROOFTOP UNIT INSURANCE: PROVIDE 5/8" DIA. EYEBOLTS THROUGH ROOF CURB WITH 1/8" DIA. STAINLESS STEEL AIRCRAFT CABLE LOOPS THROUGH BOTTOM LUGS. PROVIDE 1/8" SLACK IN LOOP, MIN. 4 PER UNIT.
18. DUCTWORK ASSIBLE THROUGH DIFFUSERS AND REGISTERS SHALL BE PAINTED FLAT BLACK.
19. INSULATION WATER: ALL SHALL MEET THE STATE QUALITY STANDARD PER SECTION 1024 OF THE 2022 CALIFORNIA ENERGY CODE (CEC).
20. DOORS AND WINDOWS SHALL MEET THE MINIMUM INFILTRATION REQUIREMENTS PER SECTION 110 CEC.
21. ALL PIPING AND DUCTWORK SHALL BE INSULATED CONSISTENT WITH THE REQUIREMENTS OF SECTION 120.3 AND TABLE 120.3-A.
22. ALL HVAC SYSTEMS SHALL MEET THE CONTROL REQUIREMENTS PER SECTIONS 112 AND 122 CEC.
23. ALL HVAC EQUIPMENT AND APPLIANCES SHALL MEET THE REQUIREMENTS OF SECTIONS 110.1 & 110.2 AND 120-128 CEC.
24. DEMOLISH AND REMOVE ALL EXISTING DUCTWORK IN PROJECT AREA. SEAL (E) DUCTWORK, REPAIR AS NEEDED AT.
25. TEST AND BALANCE AIRFLOW PER PLAN.
26. FACTORY MADE FLEXIBLE AIR DUCTS SHALL NOT EXCEED A NOMINAL LENGTH OF 5 FT AND SHALL NOT BE USED IN LIEU OF RIGID ELBOWS. SECTION 603.9 OF CMC.

DRAWING INDEX

DWG #	DRAWING DESCRIPTION
MP0.01	TITLE SHEET - MECHANICAL
MP0.02	MECHANICAL SCHEDULE
MP1.01	DEMO FLOOR PLAN
MP1.02	DEMO ROOF PLAN
MP2.01	NEW FLOOR PLAN
MP2.02	ROOF PLAN
MP3.01	MECHANICAL DETAILS
MP4.01	MECHANICAL SCHEMATIC DIAGRAM

List Engineering
Mechanical Consultants
130 Native Sand, Suite 200, Novato, CA 94949
San Francisco, CA 94102 Tel: (415) 333-1963
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KPA ENGINEERS ARCHITECTS
One KPA Group
[illegible]
Tel: [illegible] www.kpagroup.com
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ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

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MECHANICAL
TITLE SHEET

Sheet Number:
MP0.01

AIR HANDLING UNITS

CODE	MFR	DESC	MODEL	LOCATION	SERVE AREA	NOM TONS	FAN SUPPLY AIR CFM	FAN SUPPLY AIR ESP IN	FAN SUPPLY FAN RPM	FAN SUPPLY FAN HP	FAN SUPPLY FAN BHP	FAN EXHAUST FAN RPM	FAN EXHAUST FAN HP	FAN EXHAUST FAN BHP	ELECTRICAL VOLTS	ELECTRICAL MCA	ELECTRICAL MOCP	COIL DUAL SEQUENCING MBH	COIL DUAL SEQUENCING GPM	COIL FACE VELOCITY FPM	COIL HEAT SOURCE	COIL HEAT MBH	COIL HEAT GPM	MTG SIZE LNG IN	MTG SIZE HEAT DUCT	MTG SIZE HEAT PUMP	EXP TANK SIZE GLNS	EXP TANK SIZE PRESS	COP	EER	REFRIG	SIZE (LWH) IN	WEIGHT LBS (+/-5%)	COMMENTS
AHU-1	ANON.	DUAL FUEL HEAT PUMP AHU w/ EPZ	RN-D13-S-H-EE-P-N3	ROOF	NORTH ZONE	11.5	2,500	3.0	1,458	5.0	3.8	1,100	2.0	1.2	208/3	53	100	113	13.2	102	GAS	150	1.5	81	106	81	88	84	4.4	11.8	R-410A	13.7 L x 80"W x 82"H	2,535 x 307 x 2,036	1, 2, 3, 4, 5, 6
AHU-2	ANON.	DUAL FUEL HEAT PUMP AHU w/ EPZ	RN-D7-S-H-EE-P-N3	ROOF	EAST ZONE	5.5	1,100	1.230	1,167	2.0	1.7	1,132	2.0	1.5	208/3	73	90	81	9.7	78	GAS	75	0.8	49	106	71	71	69	4.2	10.7	R-410A	13.7 L x 80"W x 82"H	2,323 x 307 x 1,936	1, 2, 3, 4, 5, 6
AHU-3	ANON.	DUAL FUEL HEAT PUMP AHU w/ EPZ	RN-E8-S-H-EE-P-N3	ROOF	SOUTH ZONE	13.3	2,100	1.775	2.5	1.908	3.0	4.5	1,202	2.5	1.7	208/3	90	110	135	138	117	93	1.08	136	123	87	83	4.1	11.3	R-410A	13.7 L x 80"W x 82"H	2,542 x 307 x 2,037	1, 2, 3, 4, 5, 6
AHU-4	ANON.	DUAL FUEL HEAT PUMP AHU w/ EPZ	RN-E13-S-H-EE-P-N3	ROOF	WEST ZONE	13.3	2,700	1.230	2.5	1.918	3.0	3.8	1,170	2.5	1.8	208/3	90	110	135	152	110	47	1.08	136	126	89	83	3.34	10.8	R-410A	13.7 L x 80"W x 82"H	2,542 x 307 x 2,037	1, 2, 3, 4, 5, 6

NOTES:
1. SERVICE VALVES, FILTER, DRYER, DISCONNECT, MOTOR STARTER, CONDENSATE DRAIN PAN PIPED TO SAFE DISCHARGE, SEACOAST COATING.
2. 100% OUTSIDE AIR ANNUAL HEAT RECOVERY AND HEAT PUMP COOLING & HEATING. DUAL FUEL HEATING HEAT PUMP AS PRIMARY HEATING. LPG AS SECONDARY HEATING.
3. PROVIDE VENTILATION CLASS BY MANUFACTURER (TYPE AIR TERMINATION SHALL CLOSE WHEN NOT OPERATING). CLASS WEIGHT OF LESS INCLUDED IN SCHEDULE.
4. PROVIDE TOUCH SCREEN DEVICE THAT CONNECTS TO THE JCI N1/B AND N2/A DATA BUS VIA RS-485 PORT. SUPPLY AIR TEMP AND MIN FLOW MODIFICATION IN UNITS.
5. UNITS TO MODULATE VAV DATA TO MAINTAIN SPACE TEMPERATURE. HEATING OR COOLING IS MODULATED TO MAINTAIN PRESET SUPPLY AIR TEMP. SEE SEQUENCE OF OPERATION IN SPEC.
6. PROVIDE DUCT SMOKE DETECTOR THAT AUTOMATICALLY SHUTS DOWN UPON DETECTION OF SMOKE. SMOKE DETECTOR TO BE SET ALLOW AT SUPPLY AIR DISCHARGE

MINISPLIT OUTDOOR UNIT SCHEDULE

MARK	DESCRIPTION	LOCATION	NOMINAL CAPACITY TONS	CAPACITY @ 95°F DB COOLING	CAPACITY @ 95°F DB HEATING	MCA	MOCP	ELECT V/PH	EFFICIENCY SEER2 EER2	REFRIGERANT	CONTROL	WEIGHT (LBS)	SIZE (H)	PART NUMBER	MFG	REMARKS
ODU	MINISPLIT CONDENSER	ROOF	3	36,000	38,000	25	30	208/1	19.0 / 12.0	R-410A	THERMOSTAT	214	42"W x 13.5"D x 52"H	TRUCKEE MARINA	MITSUBISHI	1

NOTES:
1. SERVICE VALVES, FILTER, DRYER, DISCONNECT, EQUIPMENT PAD, CONDENSATE DRAIN PAN PIPED TO SAFE DISCHARGE, SEACOAST COATING, AND EXPANSION VALVE.

MINISPLIT INDOOR UNIT SCHEDULE

MARK	DESCRIPTION	LOCATION	ROOMS/ZONES	CAPACITY @ 95°F DB COOLING	CAPACITY @ 95°F DB HEATING	CFM	ELECT MCA	ELECT FLA	ELECT V/PH	CONTROL	SOUND dBA	WEIGHT (LBS)	SIZE (IN)	PART NO.	MFG	REMARKS
IDU	WALL MOUNTED	CENTRAL CONTROL	3	36,000	38,000	810	1.00	0.27	208/1	THERMOSTAT	46	46	47"L x 12"D x 12"H	TRUCKEE MARINA	MITSUBISHI	1, 2

NOTES:
1. DISCONNECT, CONDENSATE DRAIN PUMP W/ CHECK VALVE, THERMOSTAT.
2. PUMP CONDENSATE UP TO DOOR HOUSE ON ROOF. SUCTION LIFT 10 FEET MINIMUM.

FIRE/ FIRE- SMOKE DAMPER SCHEDULE

CODE	MFR	MODEL	CFM RATING	DUCT SIZE	WIDTH IN.	HEIGHT IN.	LEAKAGE CLASS	PRESSURE DROP IN.	COMMENTS
FSD-1	RUSKIN	FSD45IM	800	12" DIAM	12	12	1	0.02	1, 2
FD-1	RUSKIN	FD-60	800	12" DIAM	12	12	1	0.02	1, 3
FD-2	RUSKIN	FD-60	650	18" x 12"	18	12	1	0.02	1, 3
FD-3	RUSKIN	FD-60	700	14" DIAM	12	12	1	0.02	1, 3
FD-4	RUSKIN	FD-60	1,200	18" x 12"	18	12	1	0.02	1, 3

NOTES:
1. 1.5 HR RATED DAMPER.
2. SEE DETAIL 13/M5.01 FOR DETAIL.
3. SEE DETAIL 13/M5.01 FOR DETAIL.

PIPING MATERIALS

	ABOVEGROUND	BELOWGROUND
CONDENSATE DRAIN	COPPER TYPE L	NA
LP GAS	BOA/E GALV STEEL	NA

NOTES: 1. NA=NOT ALLOWED AND NEW 2.0015" (NPT 3/4-11.5 A.S.T.)

GRILLES & REGISTERS

CODE	DESCRIPTION	LOCATION	SIZE	NOM CFM	MAX CFM	NECK SIZE	BLADE SPACING	BLADE DEFLECTION	MFG	FIN	MTG	REMARKS
SR-1	SUPPLY REGISTER	MULTIPLE	18" x 12"	600	0.02"	-	3/4"	22.5	KAIL	22 GL	TITUS	1, 5
SR-2	SUPPLY REGISTER	MULTIPLE	8" x 8"	80	0.02"	-	3/16" HOLE	-	KAIL	50-FR	TITUS	1, 2, 3
SR-3	SUPPLY REGISTER	MULTIPLE	12" x 12"	300	0.02"	-	3/16" HOLE	-	KAIL	50-FR	TITUS	1, 2, 3
SR-4	SUPPLY REGISTER	MULTIPLE	12" x 12"	200	0.02"	-	3/16" HOLE	-	CEILING	50-FR	TITUS	1, 2, 3
SR-5	SUPPLY REGISTER	MULTIPLE	10" x 8"	300	0.02"	-	3/4"	22.5	DUCT	22 GL	TITUS	1, 5
SR-6	SUPPLY REGISTER	MULTIPLE	18" x 6"	300	0.02"	-	3/16" HOLE	-	WALL/CEILING	50-FR	TITUS	1, 2, 3
SR-7	SUPPLY REGISTER	MULTIPLE	24" x 24"	300	0.02"	10"	-	-	CEILING	50-FR	TITUS	1, 2
SR-8	SUPPLY REGISTER	MULTIPLE	12" x 12"	150	0.02"	-	3/4"	22.5	DUCT	22 GL	TITUS	1, 5
RG-1	RETURN GRILLE	MULTIPLE	18" x 18"	600	0.02"	-	3/16" HOLE	-	WALL	50-FR	TITUS	1, 2, 3
RG-2	RETURN GRILLE	MULTIPLE	8" x 8"	80	0.02"	-	3/16" HOLE	-	WALL	50-FR	TITUS	1, 2, 3
RG-3	RETURN GRILLE	MULTIPLE	12" x 12"	300	0.02"	-	3/16" HOLE	-	WALL	50-FR	TITUS	1, 2, 3
RG-4	RETURN GRILLE	MULTIPLE	12" x 12"	200	0.02"	-	3/16" HOLE	-	CEILING	50-FR	TITUS	1, 2, 3
RG-5	RETURN GRILLE	MULTIPLE	18" x 12"	525	0.02"	-	3/4"	45	WALL	22 GL	TITUS	1, 5
RG-6	SUPPLY REGISTER	MULTIPLE	18" x 18"	300	0.02"	-	3/16" HOLE	-	WALL/CEILING	50-FR	TITUS	1, 2, 3
RG-7	RETURN GRILLE	MULTIPLE	24" x 24"	300	0.02"	24"	-	-	CEILING	FXR	TITUS	1, 2
RG-8	SUPPLY REGISTER	MULTIPLE	12" x 12"	150	0.02"	-	3/4"	45	DUCT	22 GL	TITUS	1, 5

NOTES:
1. PROVIDE OPPOSED BLADE VOLUME DAMPERS AT ALL GRILLES.
2. SEE ARCH PLANS FOR COLOR AND FINISHES.
3. MINIMUM SECURITY GRILLE.

List Engineering
Mechanical Consultants
1360 Mission Street, Suite 200, Floor 2021
San Francisco, CA 94103 TEL (415) 553-1900
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KPA ENGINEERS
The KPA Group
1700 K Street, Fourth Floor, Sacramento, California 95811
Tel: 916.329.9201 www.kpagroup.com
OTHER KPA GROUP OFFICES

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

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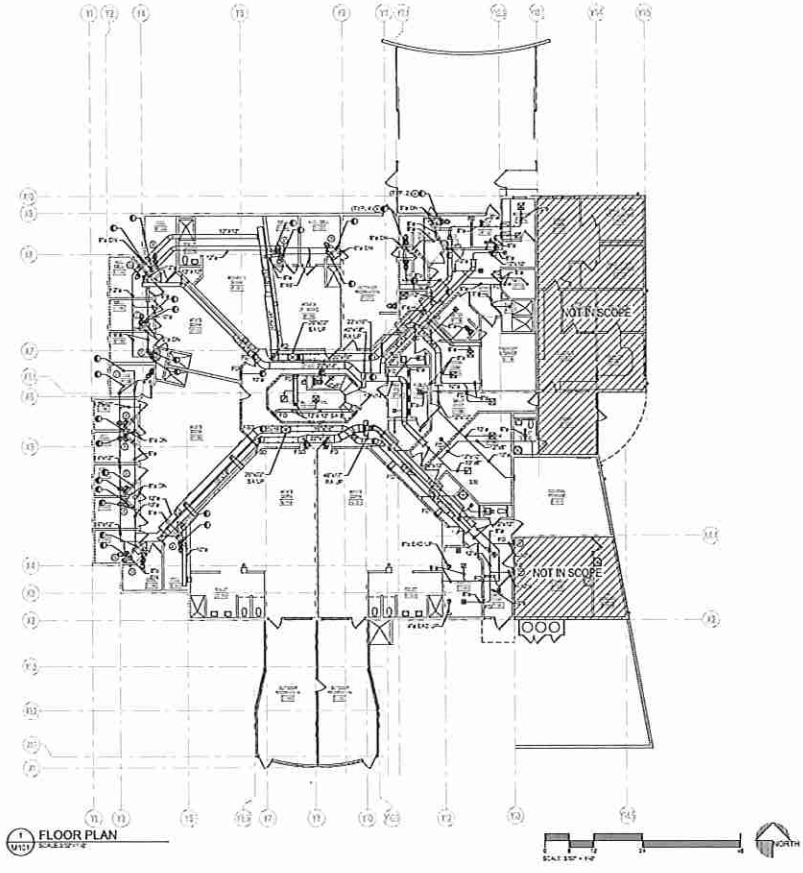

1 FLOOR PLAN
M101

DEMOLITION NOTE

1. CAP (E) GRILLE OPENINGS.
2. UPSIZE GRILLE, SEE MP1.01.
3. UPSIZE GRILLE AND DUCT, SEE MP1.01.
4. CAP GRILLE OPENING AT INFILL. DEMOLISH CONNECTING DUCT.

List Engineering
Mechanical Consultants
1360 Mariner Street, Suite 200, Kaiser 2027
San Francisco, CA 94102 Tel: (415) 853-1962
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KPA ENGINEERS ARCHITECTS
THE KPA GROUP
4700 Ellis Center Parkway, Suite 120
Pleasanton, California 94588
Tel: 925.223.9237 www.kpagroup.com
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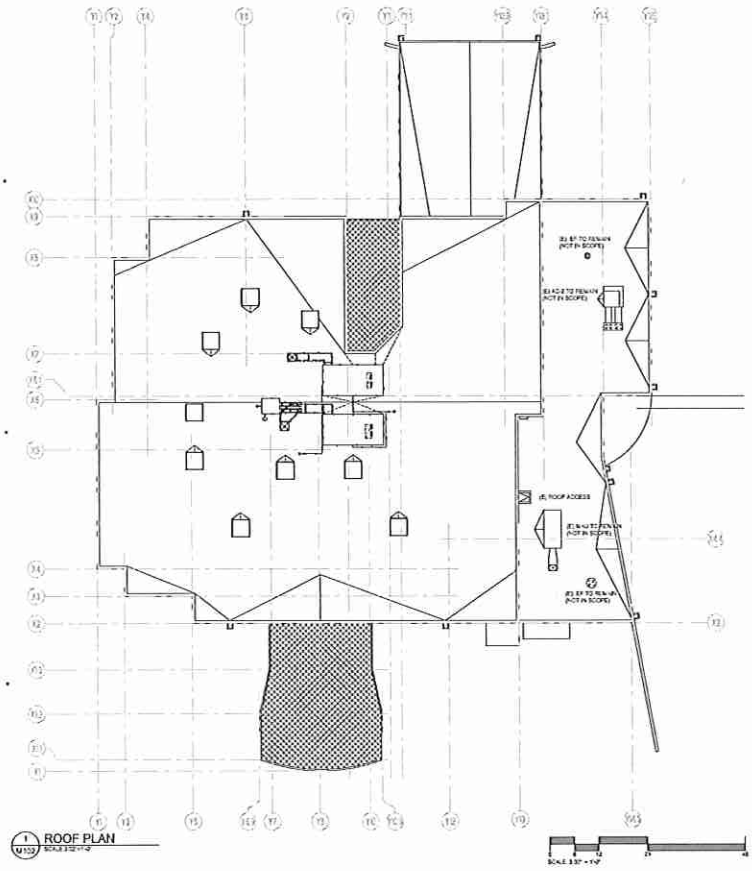
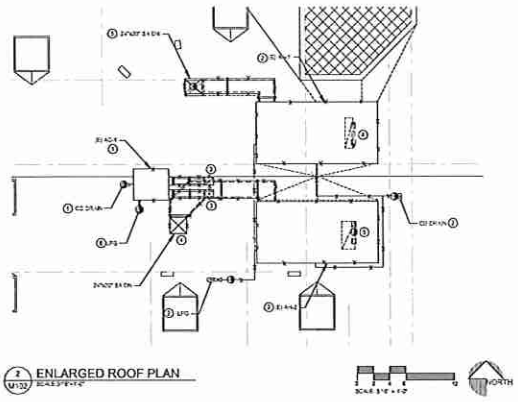


1 ROOF PLAN
M102

DEMOLITION NOTE

1. DEMOLISH AC-1. PROTECT (E) CONDENSATE CONNECTION FOR (N) CONNECTION.
2. DEMOLISH (E) NAU UNITS. ASSOCIATED DUCTWORK, LPG PIPING, CONDENSATE PIPING, WATER PIPING AND EQUIPMENT CURBS. CAP WATER CONNECTION ON ROOF. PROTECT CONDENSATE AND LPG GAS CONNECTIONS ON ROOF FOR (N) CONNECTIONS.
3. PATCH (E) OPENINGS. CAP (E) DUCTWORK BELOW ROOF.
4. PATCH (E) OPENINGS. SEE ARCH PLAN.
5. PROTECT (E) OPENING FOR (N) CONNECTION.
6. CAP LPG CONNECTION.



2 ENLARGED ROOF PLAN
M102

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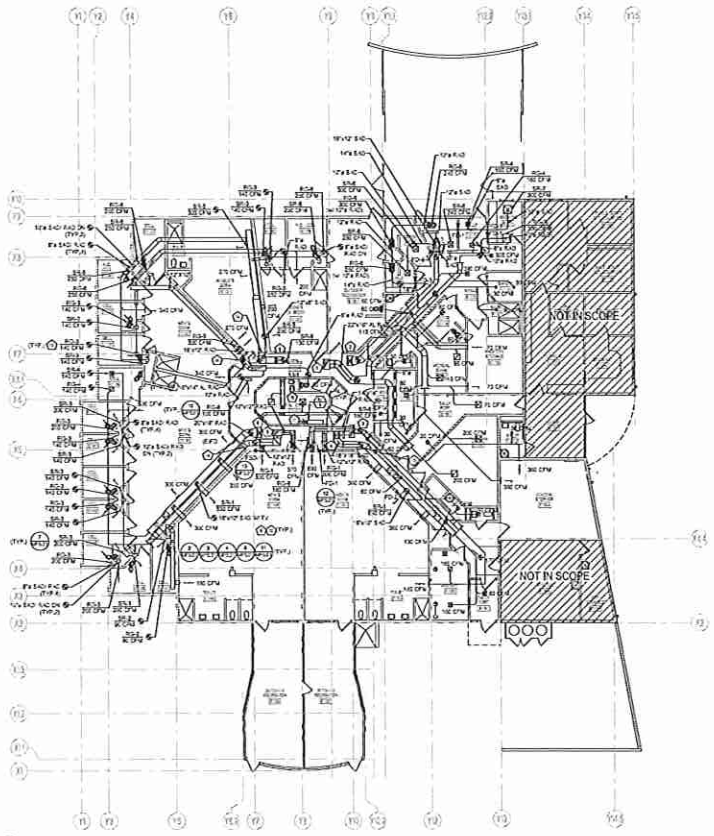

1 FLOOR PLAN
M201 SCALE: 3/32" = 1'-0"

SCALE: 3/32" = 1'-0"

NORTH

SHEET NOTES

1. (N) 30"Ø S.G. UP W. (N) ROOF PENETRATION TO W.H.H. HOOD DOWNLIFT W/ STRUCTURAL FITTING, VIF. PROVIDE (N) SECURITY GRID PER M5.01.E.
2. (N) 20"Ø S.A. UP W. (N) ROOF PENETRATION TO W.H.H. PROVIDE (N) SECURITY GRID PER M5.01.E.
3. (N) 30"Ø R.A. DOWNDUCTS TO (E) ROOF PENETRATION AND W.H.H. (E) SECURITY GRID TO REMAIN.
4. (N) 16"Ø S.A. UP W. (N) ROOF PENETRATION TO W.H.H. PROVIDE (N) SECURITY GRID PER M5.01.E.
5. (N) 20"Ø S.A. UP W. (N) ROOF PENETRATION TO W.H.H. PROVIDE (N) SECURITY GRID PER M5.01.E.
6. (N) 20"Ø S.A. UP W. (N) ROOF PENETRATION TO W.H.H. PROVIDE (N) SECURITY GRID PER M5.01.E.
7. (N) 30"Ø R.A. UP W. (N) ROOF PENETRATION TO W.H.H. HOOD DOWNLIFT W/ STRUCTURAL FITTING, VIF. PROVIDE (N) SECURITY GRID PER M5.01.E.
8. (E) ROOF PENETRATION TO W.H.H. (E) SECURITY GRID TO REMAIN.
9. CLEAN ALL (N) AND (E) DUCTWORK IN THE PROJECT AREA AS SHOWN ON PLAN WITH DUCT CLEANING FIXTURES.
10. SEAL DUCTWORK AT HORIZ. & VERT. INSPECT DUCTWORK AND ADDRESS FACILITY IF REPAIR IS IF NECESSARY.
11. REPAINT ANY PIPING UP, 24 C.D. UP.
12. PROVIDE DUCT ACCESS PANEL FOR (E) AND (N) FIRE DAMPERS. FIRE SMOKE DAMPERS.
13. SEE HIGH DRAWING FOR NEW OR EXPOSED WALL CEILING CROSS DETAILS. (TYPICAL AT NEW OR UP/LOWER PENETRATIONS IN (N) CEILLES OR DUCT)
14. (E) SECURITY GRID IN DUCT TO REMAIN.
15. PROVIDE (N) SECURITY GRID PER M5.01.E.
16. W.I.S.T.U.D. ACCESS CONTROL.

KPA ENGINEERS ARCHITECTS
the KPA GROUP
4701 Patrick Henry Drive, Building 23
Santa Clara, California 95054
Tel: 925.224.4321 www.thekpagroup.com
Office of the Architect

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

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NEW FLOOR PLAN

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List Engineering
Mechanical Consultants
1390 Market Street, Suite 200, Room 207
San Francisco, CA 94102 Tel (415) 513-1982
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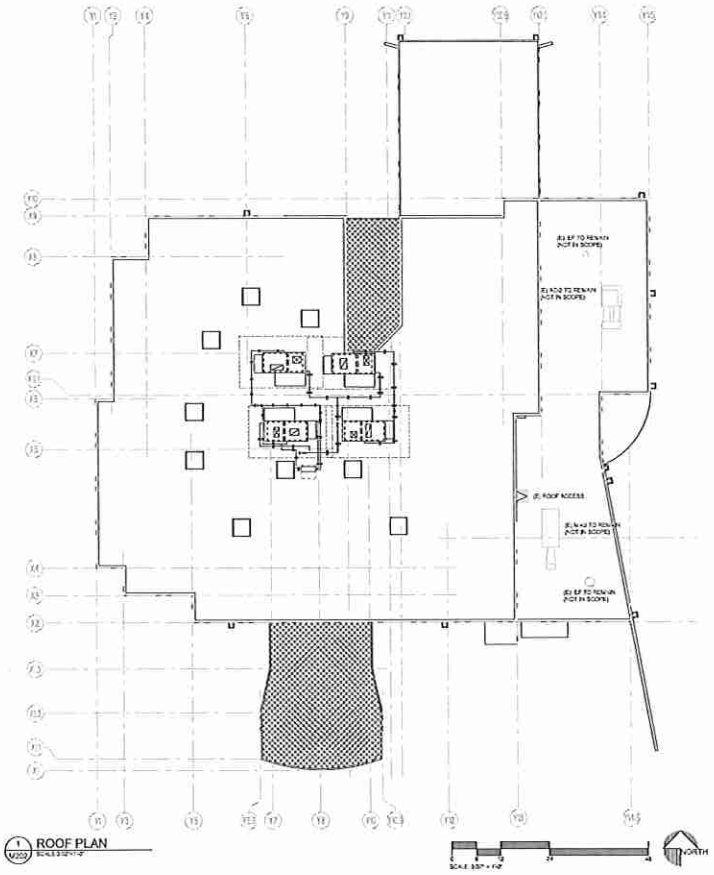
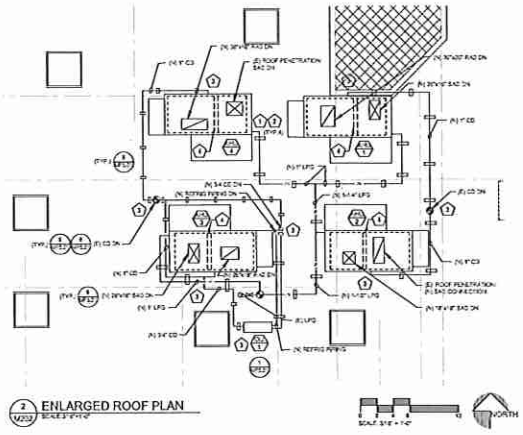


1 ROOF PLAN

SHEET NOTES

1. FIELD GAS PIPING IS REQUIRED TO THE INTERNAL GAS VALVES. PERFORM LEAK CHECK PRIOR TO OPERATION.
2. PROVIDE 50V DISP LEG AND 1" FLEX CONNECTION TO EACH HUB.
3. RUN CONDENSATE DRAIN TO (E) CO. INSTALL CO PER MANUFACTURER'S REQUIREMENT.
4. PROVIDE MIN. OF MERV 13 MP FILTERS.



2 ENLARGED ROOF PLAN

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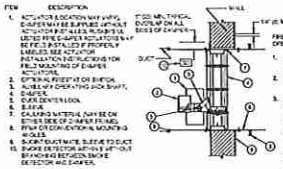
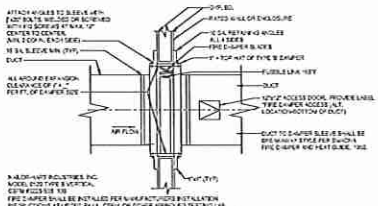
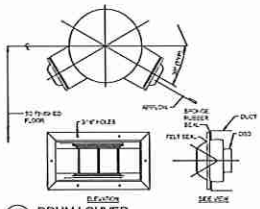
MP2.02



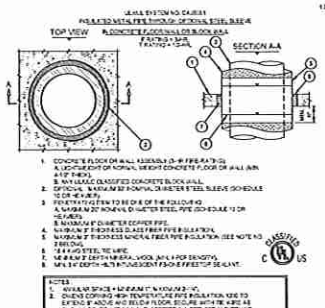
13 SMOKE/FIRE DAMPER- VERTICAL
MP5.01 NO SCALE



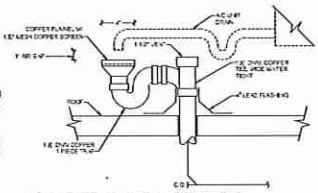
12 FIRE DAMPER DETAIL - VERTICAL
MP5.01 NO SCALE



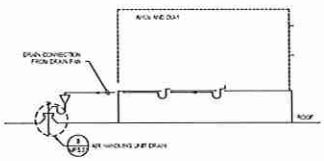
13 DRUM LOUVER
MP5.01 NO SCALE



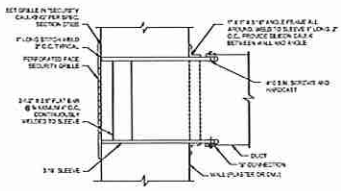
11 FIRE STOP DETAIL
MP5.01 NO SCALE



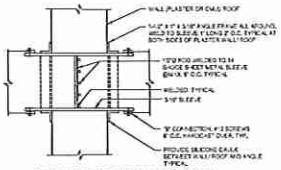
9 AIR CONDITIONING UNIT DRAIN
MP5.01 NO SCALE



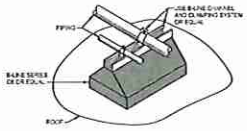
8 PLUMBING ROUGH-IN FOR ROOF TOP UNIT
MP5.01 NO SCALE



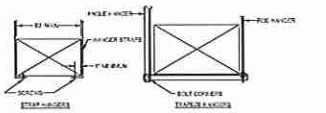
7 SECURITY GRILLE DETAIL
MP5.01 NO SCALE



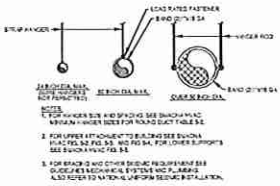
6 SECURITY BARS AT WALL
MP5.01 NO SCALE



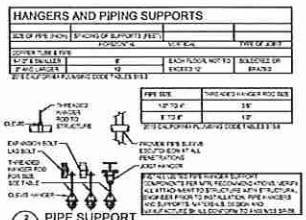
5 ROOF SUPPORT FOR PIPING
MP5.01 NO SCALE



4 RECTANGULAR DUCT SUPPORTS
MP5.01 NO SCALE



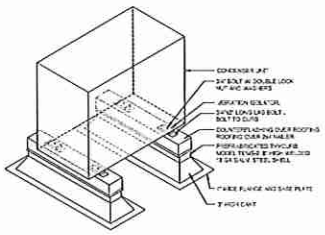
3 ROUND DUCT SUPPORTS
MP5.01 NO SCALE



HANGERS AND PIPING SUPPORTS			
SIZE OF PIPE (INCH)	SPACING OF SUPPORTS (FEET)		
	HORIZONTAL	VERTICAL	TYPE OF JOINT
COPPER TUBE & PIPE			
1" & SMALLER	6'	EACH FLOOR, NOT TO EXCEED 10'	SOLDERED OR BRAZED
1" AND LARGER	10'		

PIPE SIZE	THREADED HANGER ROD SIZE
1/2" TO 1"	3/8"
1 1/4" TO 2"	1/2"

2 PIPE SUPPORT
MP5.01 NO SCALE SEE PLAN VIEW



1 ROOFTOP EQUIPMENT SUPPORT DETAIL
MP5.01 NO SCALE

List Engineering
Mechanical Consultants
150 Post Street, Suite 320, Room 320
San Francisco, CA 94108 tel: (415) 989-1992
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KPA ENGINEERS ARCHITECTS
The KPA Group
4701 Patrick Henry Drive, Building 1
Santa Clara, California 95054
Tel: 408.327.8271 www.thekpagroup.com
Other KPA Group offices

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

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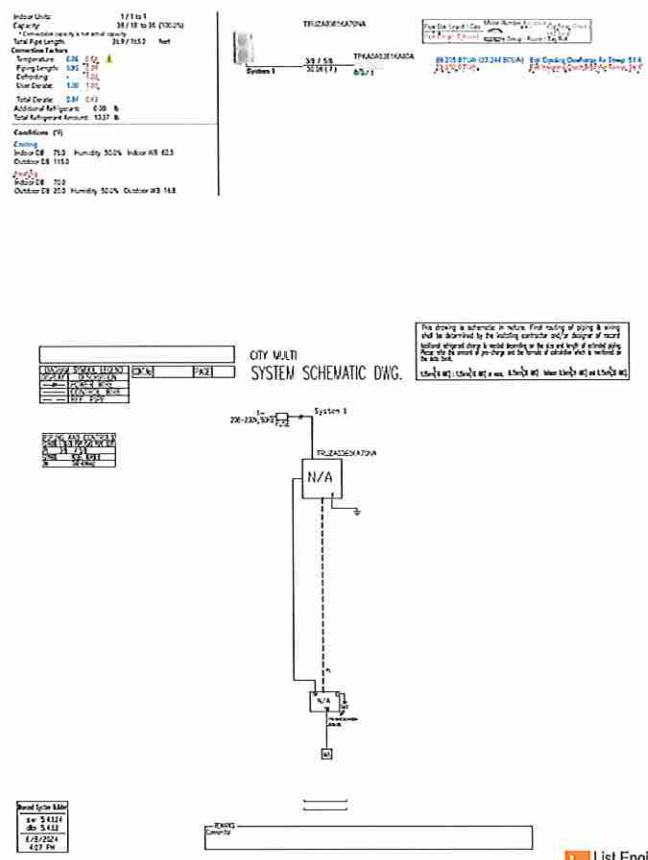

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SCHEMATIC DIAGRAM

Sheet Number:
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GENERAL NOTES - DEMOLITION:

(ALL NOTES MAY NOT APPLY TO THIS PROJECT)

A. CONFORM WITH ALL TRADES AND THEIR REQUIRED FOR THE DEMOLITION AND/OR REMOVAL OF SUCH EQUIPMENT. PROVIDE ALL LABOR AND MATERIAL WHERE REQUIRED. SEE ARCHITECTURAL DEMOLITION PLANS FOR ADDITIONAL INFORMATION.

B. THE LOCATION OF ALL ELECTRICAL DISTRIBUTION EQUIPMENT, BOXES, SYSTEMS EQUIPMENT, CIRCUITS, FEEDERS, TERMINATIONS, ETC., IF SHOWN ON DRAWINGS, WERE TAKEN FROM AVAILABLE SOURCES. THE INFORMATION IS APPROXIMATE ONLY AND IS SUBJECT TO VARIATION FROM EXISTING CONDITIONS. IN FACT, EXISTING CONDITIONS MAY NOT BE SHOWN AT ALL. CONTRACTOR PREPARING TO BID ANY PART OF THE WORK SHOULD VISIT THE SITE OF WORK AND SHALL REVIEW THE COMPLETE SET OF CONTRACT DOCUMENTS, ETC. THE SITE MAY BE EXAMINED TO RELATED DEMOLITION THAT MAY BE REQUIRED. NO EXTRA COMPENSATION FOR THIS WORK WILL BE ALLOWED FOR THE NECESSARY PURPOSES. WHERE ALL WORK IS TO BE REMOVED IN THIS PLAN, IN FACT ALL RELATED EQUIPMENT, DEVICES, FIXTURES, CONDUIT, AND WIRING, ETC. ARE TO BE REMOVED. SEE NOTE C BELOW FOR EXCEPTIONS OF DEMOLITION.

C. THE GENERAL SCOPE OF THE PROJECT IS REMODELING/UPGRADE OF EXISTING ELECTRICAL SERVICES, INCLUDING DISCONNECTION POWER SOURCES FOR WORK AS SHOWN ON THE PLANS. PROVIDE NEW WORK SHOWN WITH PLANS AS FULL SECTION AND INTENDED FOR PLANS. PROVIDE SECTIONS WITH NEW SWITCHBOARD AND TO SUPPLY ALL EXISTING LOADS, NEW HVAC UNITS AND SERVICE FOR FUTURE WORKS AND ADDITIONAL SERVICE.

D. EXAMINATION OF LOCATIONS OF EXISTING CONDUITS AND JUNCTION BOXES WITH NEW MECHANICAL SYSTEMS AND OTHER APPLICABLE SYSTEMS. DEVICES, CONDUITS, CLOSURE, SUPPORTS, AND JUNCTION BOXES THAT ARE NO LONGER USED SHALL BE REMOVED TO THE BOTTOM OF STRUCTURE ABOVE WHERE NECESSARY TO ACCOMMODATE ALL NEW CONSTRUCTION, INCLUDING BUT NOT LIMITED TO NEW DUCTWORK, MECHANICAL PLUMBING, FIRE SPRINKLER PIPING, AND ELECTRICAL EQUIPMENT AND SYSTEMS.

E. THE CONTRACTOR SHALL MAINTAIN THE CONTINUITY OF EXISTING CIRCUITS THAT CONTAIN DEVICES OR EQUIPMENT THAT ARE TO REMAIN. WHERE DEMOLITION REQUIRES THE REMOVAL OF DEVICES AND EQUIPMENT IN RECEPTACLES, THE CONTRACTOR SHALL ENSURE THAT EXISTING DEVICES OR EQUIPMENT THAT ARE CONNECTED TO THE SAME CIRCUIT, WHICH IS "UPSTREAM" OR "DOWNSTREAM", SHALL REMAIN OPERATIONAL, UNLESS CIRCUIT DEVICES SHALL REMAIN AND BE LABELED AS UP WHICH IN ALL AFFECTED PANELBOARDS. IN ADDITION, PROVIDE NEW PERMANENT CONNECTIONS IN ALL AFFECTED PANELBOARDS.

F. CONFORM WITH ALL TRADES NOT TO DAMAGE EXISTING CABLES AND WIRING DESIGNATED TO BE RELOCATED OR NEW CONSTRUCTION. WHERE DEMOLITION REQUIRES CUTTING UP AND EXISTING CEILING, TEST ALL CABLES AND WIRING PRIOR TO DEMOLITION. NOTIFY CONSTRUCTION MANAGER OF ALL CABLES THAT ARE NOT SPECIFICALLY SPECIFIED CABLES SHALL BE REMOVED COMPLETELY. CLEAR "SPACEWAY" AND/OR "DOMED WAY" CONDITIONS.

G. CONFORM WITH CONSTRUCTION MANAGER TO REVIEW AND RELOCATE ANY DEVICES CONTINUE SYSTEM DEVICES FOR OWNER'S REVIEW.

H. ELECTRICAL EQUIPMENT AND DEVICES (RECEPTACLES, DISCONNECT SWITCHES, ETC.), CONDUIT, FIXTURES SHALL BE REMOVED COMPLETE WHERE NOTED TO

GENERAL NOTES- ELECTRICAL:

A. CONTRACTOR SHALL FOLLOW LOCAL ELECTRICAL CODE AND OTHER REGULATIONS ENFORCED IN LATEST ADOPTED EDITION AND INTERNATIONAL BUILDING CODES, WITH ALL AMENDMENTS AS ADOPTED BY THE CURRENT LEGISLATION.

B. THE TERM "PROVIDE" SHALL MEAN CONTRACTOR SHALL FURNISH AND INSTALL ITEMS AND CONNECT AS REQUIRED TO OBTAIN A COMPLETE WORKING SYSTEM.

C. ALL WORK SHALL BE ACCOMPLISHED WITH THE LATEST EDITION OF ALL LOCAL, STATE, AND NATIONAL CODES. INCLUDING BUT NOT LIMITED TO LATEST APPLICABLE CALIFORNIA ELECTRICAL CODE (CEC), NFPA 70, INTERNATIONAL BUILDING CODE, CALIFORNIA TITLE 24, ETC.

D. ALL WORK SHALL BE COORDINATED WITH EXISTING CONDITIONS, NEW CONSTRUCTION, OWNER'S CONCERNS, ALL BIDDERS, AND THEIR SUBCONTRACTORS. THE CONTRACTOR SHALL VISIT THE SITE BEFORE SUBMITTING HIS BID.

E. NO MORE THAN THREE CIRCUITS (3-#12AWG CONDUCTOR CABLES PLUS GROUND) SHALL BE PULLED IN SINGLE CONDUIT, EXCEPTION: EXTRA'S NECESSARY FOR DIVIDE FAULT CIRCUITS. WIRE CIRCUIT GROUNDS MUST BE OF SAME SIZE AND MUST BE IN DIFFERENT PHASES IF USING COMMON NEUTRAL. ALL HOMERUNS ARE WIRE SHALL MUST NOT EXCEED MAXIMUM BRANCH CIRCUITS. IF IN ANY THE CONTRACTOR'S DISCRETION TO EXTEND PHASES SHOULD NECESSARY OR BEST-PRACTICES DESIGNED.

F. WHEN RUNNING MORE THAN 3 CURRENT CARRYING CONDUCTORS IN A SINGLE CONDUIT, DERATE AMPACITIES IN ACCORDANCE WITH NFPA 70.

G. A EQUIPMENT GROUNDING CONDUCTOR SHALL BE PROVIDED IN ALL RACEWAY AND BRANCH CIRCUIT CONDUITS.

H. ALL WIRING/WIRING TYPE/WIRE CONDUCTORS ARE SIZED BASED ON 75°C TEMPERATURE RATING. ALL CONDUCTORS FOR ALL EQUIPMENT ARE SIZED SHALL BE SIZED AND RATED FOR USE WITH 75°C CONDUCTORS. IF CONTRACTOR PROVIDES CONDUCTORS OF LESS THAN 75°C, THE ASSOCIATED CONDUCTOR SIZES SHALL BE INCREASED DUE TO THE DERATING AMPACITY PER NEC TABLE 310-16(B)(16). CONTRACTOR SHALL HAVE ALL CHANGES (I.E. CONDUIT SIZES, ETC.) AS NECESSARY AND SHALL HAVE ALL RE-WORKING IN "NO-EXTRA" BASIS.

I. BRANCH CIRCUIT SIZE #12 (#10 WHEN WIRE SIZE IS #12 PER CONDUCTOR THAN THAT, UNLESS OTHERWISE NOTED ON PLANS OR IN CIRCUIT SCHEDULE.

J. ALL CIRCUIT SHALL BE RUN CONCEALED WHERE POSSIBLE ABOVE CEILINGS, INSIDE WALLS, OR UNDER FLOOR SLAB (ONLY WHERE SHOWN SLEEVED ON PLANS OR NOTED/ALLOWED BY ENGINEER), UNLESS OTHERWISE NOTED ON PLANS OR NOTE ANY EXPOSED CONDUIT AND AS POSSIBLE. ALL CONDUIT SHALL BE RUN PARALLEL OR PERPENDICULAR TO NEARBY SURFACE OR STRUCTURAL MEMBERS AND FOLLOW THE SURFACE CONTOURS AS MUCH AS PRACTICAL. NO CONDUIT SHALL BE INSTALLED IN FLOOR SLAB UNLESS SPECIFICALLY NOTED OTHERWISE.

K. CONTRACTOR SHALL PROVIDE ROOF JACKS, SLEEVES TO PASS THROUGH (I.E. FIRE BRICK WALLS) FOR ELECTRICAL AND TELECOMMUNICATION SERVICES.

L. PROVIDE ALL NECESSARY EQUIPMENT OR PERMANENT COPY OR PLANS FOR CONDUITS, DO NOT LEAVE PENNY CONDUITS OPEN ENDED. PROVIDE END BUSHING FOR ALL STUB-OUTS AND SLEEVES DESIGNATED TO BE UTILIZED FOR THIS PROJECT. CONSTRUCT BY OWNER'S REPRESENTATIVE FOR SYSTEMS NOT PROVIDED UNDER THIS CONTRACT.

M. PROVIDE FIRE STOP TO ALL CONDUITS AND DEVICES PENETRATING FIRE RATED WALLS, SHOWN WALLS AND FLOORS. ALL PENETRATIONS THROUGH FIRE WALLS SHALL BE UP TO LISTED FIRE PENETRATION METHODS/MATERIALS ETC. SEE ARCHITECTURAL FOR RATED WALLS.

N. MOUNTING HEIGHTS ABOVE FINISHED FLOOR (AFF) ARE TO CENTER OF DEVICE UNLESS NOTED OTHERWISE.

O. DEVICES/BOXES SHALL BE ORIENTED TO MATCH ADJACENT ARCHITECTURAL ELEMENTS (I.E. FLOOR PLANS, CASEWORK DETAILS/ELEVATIONS, ETC.) FOR EXACT LOCATIONS AND ADJUSTMENTS. IF EXACT LOCATIONS ARE NOT SHOWN, ARE NOT DONE TO BE ARCHITECTURAL DRAWINGS, FIELD VERIFY EXACT LOCATIONS AND ADJUSTMENTS WITH OWNER AND ALL TRADES. ADJUSTMENTS SHALL MEET CODE REQUIREMENTS.

P. DEVICES SHALL NOT BE INSTALLED BACK TO BACK OR A CORNER SHALL HAVE CONDITION EXISTS FOR ADJACENT OPPOSITE ROOMS OR WHERE SOUND TRANSMISSION IS NOT PERMITTED. OR PROVIDE SOUND INSULATION.

Q. RECEPTACLES SHALL BE CONNECTED WITH A DEDICATED GROUND WIRE. RECEPTACLES PROTECTED BY A GROUND FAULT CIRCUIT INTERRUPTER CIRCUIT DEVICES SHALL HAVE A GROUND TO ACCEPTABLE WIRE PULLED FOR THAT CIRCUIT. RECEPTACLES PROTECTED BY A GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE SHALL BE MARKED PER MANUFACTURERS RECOMMENDATIONS.

R. RECEPTACLES ARE TO BE INSTALLED WITH THE GROUNDING PIN ON THE TOP POSITION.

S. FOR EACH RECEPTACLE SUPPLIED FROM A GROUND FAULT CIRCUIT INTERRUPTER DEVICE(S) OR PANELBOARD, PROVIDE A LOCKS PLATE WITH THE FOLLOWING PERMANENTLY LOCKED OR ENGRAVED MARKING: "GFCI PROTECTED".

T. ELECTRICAL DRAWINGS SHALL BE COORDINATED WITH EXISTING CONDITIONS, ASSOCIATED MECHANICAL DRAWINGS AND MECHANICAL CONTRACTOR FOR MOTORS, DEVICES, FIXTURES, ETC. FOR EXACT LOCATIONS BEFORE ROUGH-IN OF CONDUIT SYSTEM.

U. LOCATIONS FIXTURES SHALL BE INSTALLED IN CENTERED SYMMETRICALLY SHOWN IN EACH ROOM AND CONNECTED TO LIGHTING PANELS WITH THE REQUIRED BRANCH CIRCUITS AS NOTED FOR PROPER OPERATION. A CONTINUOUS GROUND MUST BE PROVIDED THROUGH CONDUIT SYSTEM. EXIT LIGHTS, IN ADDITION, ARE MOST LIKELY SHALL BE CONNECTED NEAR OF LOCAL SWITCHING OR SHALL CIRCUIT.

V. RECEIVING MOUNTED SHALL RECEIVED CEILING PLAN FOR EXACT LOCATION OF CEILING MOUNTED DEVICES (I.E. LIGHT FIXTURES, SPEAKERS, FIRE ALARM DEVICES, ETC.

W. FOR EACH RECEPTACLE/DATA, TV, ETC. CONFIGURATION TYPE DETAILED, PROVIDE 1 (ONE) 1-1/4 INCH CONDUIT WITH PULL STRING STUBBED TO ACCESSIBLE CEILING WITH INDICATED BUSHING UNLESS OTHERWISE NOTED. IF NO CEILING IS INDICATED STUB CONDUIT TO ACCESSIBLE LOCATION AT ROOM, OR TO ACCESS AT AS DIRECTED BY ARCHITECT.

X. WHEN DEVICES INSTALLED ARE NOT WITHIN ACCESSIBLE, ALL TELEPHONE/DATA, TV, ETC. CONFIGURATION CABLING SHALL BE ROUTED IN A COMPLETE CONDUIT RACEWAY SYSTEM. IT SHALL BE PLENUM RATED (NO PVC CONDUIT SHALL BE INSTALLED). CONFORM ALL CONDUIT RUNS WITH ALL ROUTES AND THEIR LOCATIONS. SEE ARCHITECTURAL FOR LOCATION OF WHAT ARE RETURN PLENUMS.

Y. RUN CONDUIT TO THE OWNER ALL MANUFACTURERS WARRANTIES FOR EQUIPMENT AND MATERIALS PROVIDED.

Z. PROVIDE NEW OPEN-TYPE PANELBOARDS/CIRCUIT DIRECTORY FOR EACH NEW AND ALTERED PANELBOARD.

AA. ALL NEW ELECTRICAL JUNCTION BOXES ABOVE CEILINGS IN AREAS RELATED TO CONSTRUCTION ARE TO BE IDENTIFIED AND LABELED WITH A PERMANENT MARKER. FIRE ALARM JUNCTION BOXES ARE TO BE PAINTED RED.

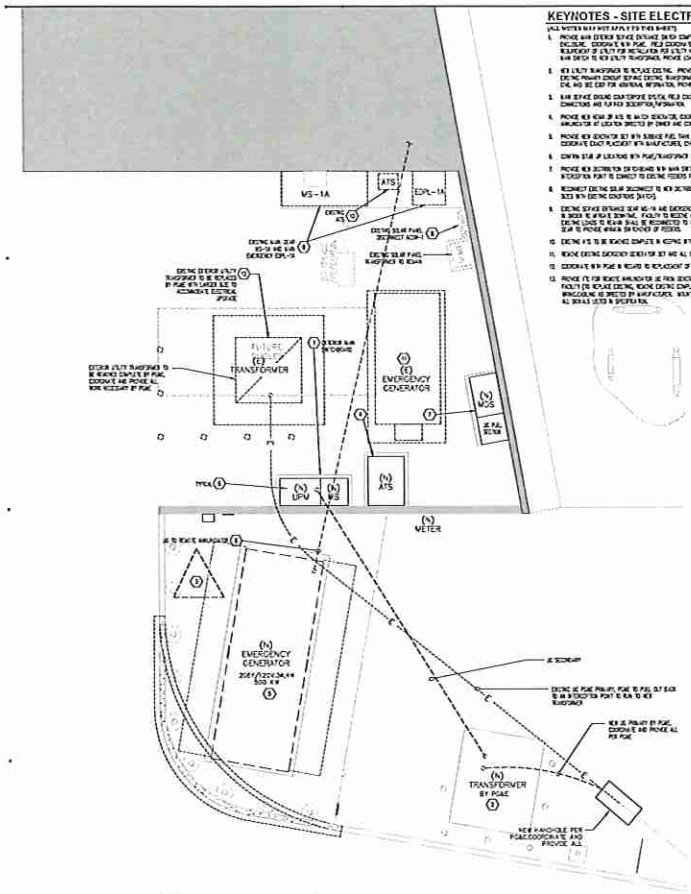
AB. NO ACCESS SHALL BE PERMITTED ON PROJECT UNLESS SPECIFICALLY APPROVED BY OWNER OR CASE BY CASE BASIS.

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	CEILING OUTLET AND INCANDESCENT, FLUORESCENT, LED OR HID FIXTURE
	WALL OUTLET AND INCANDESCENT, FLUORESCENT, LED OR HID FIXTURE
	CEILING OUTLET AND FLUORESCENT FIXTURE OR LED FIXTURE (SEE FIXTURE SCHEDULE)
	FIXTURE ON EMERGENCY POWER OR POWERED BY EMERGENCY INVERTER, SEE PLANS AND ARCHITECTS AND FIXTURE SCHEDULE FOR EXACT DESTINATION
	WALL MOUNTED LED FIXTURE
	FLOOR OUTLET
	EMERGENCY BATTERY PACK (E, E' OUTLET, TO CEILING UNLESS OTHERWISE NOTED)
	EMERGENCY LIGHTING REMOTE HEAD
	EXIT SIGN, CEILING MOUNTED
	EXIT SIGN, WALL OR EDGE SIDE FRAME
	LINEAR CHASE LUMINAIRE WITH DETAILED MOUNTING ARRANGEMENT
	LIGHT FIXTURE TYPE DESIGNATION AS NOTED ON ARCHITECTURAL FIXTURE SCHEDULE FOR COMPLETE FIXTURE DESCRIPTION, QUANTITY OF TYPE NOTED IN PARENTHESIS
	SINGLE POLE SWITCH - 20 AMP, 277V (48" AFF TO BOTTOM, TYP. ALL SWS.)
	DIMMER SWITCH, TO MATCH TYPE OF LIGHTING CONTROLLED - CONFORM TO WITH FIXTURE MANUFACTURER AND DIMMER SYSTEM INSTRUCTIONS
	3-WAY SWITCH (3-WAY) - NOT A DIMMER SWITCH (SEE FOR SEE SCHEDULE FOR SEE DETAIL FOR MORE REMARKS), SEE ARCHITECT WHICH SWITCH TYPE, SCHEDULE SPECIFICATIONS AND MOUNTING TYPE, SCHEDULE ON THE SPECIFICATION (SEE ARCHITECTS TO SELECT ALL)
	DUPLEX RECEPTACLE - 20 AMP, 125V, NEMA 5-20R, 48" AFF TO TOP, TO CENTER UNLESS NOTED OTHERWISE
	DUPLEX RECEPTACLE - SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED
	DUPLEX RECEPTACLE - SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED
	DUPLEX RECEPTACLE - GFCI PROTECTED
	DUPLEX RECEPTACLE - WEATHER PROOF WITH WEATHER PROOF COVER
	DUPLEX RECEPTACLE - GFCI PROTECTED WEATHER PROOF WITH WEATHER PROOF COVER
	DUPLEX RECEPTACLE - TAMPER RESISTANT
	DUPLEX RECEPTACLE - ISOLATED GROUND
	DUPLEX RECEPTACLE - SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED ON ARCHITECTURAL DRAWINGS
	DUPLEX RECEPTACLE - CLOCK HANGER
	DUPLEX RECEPTACLE - FLOOR MOUNTED
	DUPLEX RECEPTACLE - FLOOR MOUNTED, SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED
	DUPLEX RECEPTACLE - FLOOR MOUNTED, GFCI PROTECTED
	DUPLEX RECEPTACLE - FLOOR MOUNTED, GFCI PROTECTED, SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED
	DUPLEX RECEPTACLE - FLOOR MOUNTED, WEATHER PROOF WITH WEATHER PROOF COVER
	DUPLEX RECEPTACLE - FLOOR MOUNTED, GFCI PROTECTED, WEATHER PROOF WITH WEATHER PROOF COVER
	DUPLEX RECEPTACLE - FLOOR MOUNTED, TAMPER RESISTANT
	DUPLEX RECEPTACLE - FLOOR MOUNTED, ISOLATED GROUND
	DUPLEX RECEPTACLE - FLOOR MOUNTED, SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED ON ARCHITECTURAL DRAWINGS
	DUPLEX RECEPTACLE - FLOOR MOUNTED, CLOCK HANGER
	DUPLEX RECEPTACLE - FLOOR MOUNTED, TAMPER RESISTANT
	DUPLEX RECEPTACLE - FLOOR MOUNTED, ISOLATED GROUND
	DUPLEX RECEPTACLE - FLOOR MOUNTED, SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED ON ARCHITECTURAL DRAWINGS
	DUPLEX RECEPTACLE - CLOCK HANGER
	DUPLEX RECEPTACLE - TAMPER RESISTANT
	DUPLEX RECEPTACLE - ISOLATED GROUND
	DUPLEX RECEPTACLE - SPECIAL PURPOSE OR NEMA CONFIGURATION AS NOTED ON ARCHITECTURAL DRAWINGS
	DUPLEX RECEPTACLE - CLOCK HANGER
	DUPLEX RECEPTACLE - TAMPER RESISTANT
	DUPLEX RECEPTACLE - ISOLATED GROUND
	MOTOR LOCATION
	EXHAUST FAN WITH INTEGRAL DISCONNECT FURNISHED BY MECHANICAL
	MANUAL MOTOR STARTER/CONTROLLER, SEE AS REQUIRED BY LOCAL, 48" AFF TO TOP, UNLESS OTHERWISE NOTED
	CONDUIT CONCEALED WHERE POSSIBLE (NOTE NOT ALL CONDUIT IS NOTED ON PLANS)
	CONDUIT CONCEALED IN FLOOR OR SLAB (NOTE NOT ALL CONDUITS NOTED ON PLANS)
	RECESSED MOUNTED PANELBOARD, SEE PLANS/SCHEDULE FOR NAME, VOLTAGE AND SIZE
	SURFACE MOUNTED PANELBOARD, SEE PLANS/SCHEDULE FOR NAME, VOLTAGE AND SIZE
	SURFACE MOUNTED PANELBOARD, SEE PLANS/SCHEDULE FOR NAME, VOLTAGE AND SIZE
	SAFETY SWITCH (HEAVY DUTY) MOUNTED ON WALL, SIZE AS REQUIRED BY LOCAL CODE AND/OR EQUIPMENT MANUFACTURER'S RECOMMENDATIONS, SEE PLANS FOR EXACT LOCATION AND ADDITIONAL DETAILS, 48" AFF TO TOP OF DISCONNECT

KEYNOTES - SITE ELECTRICAL

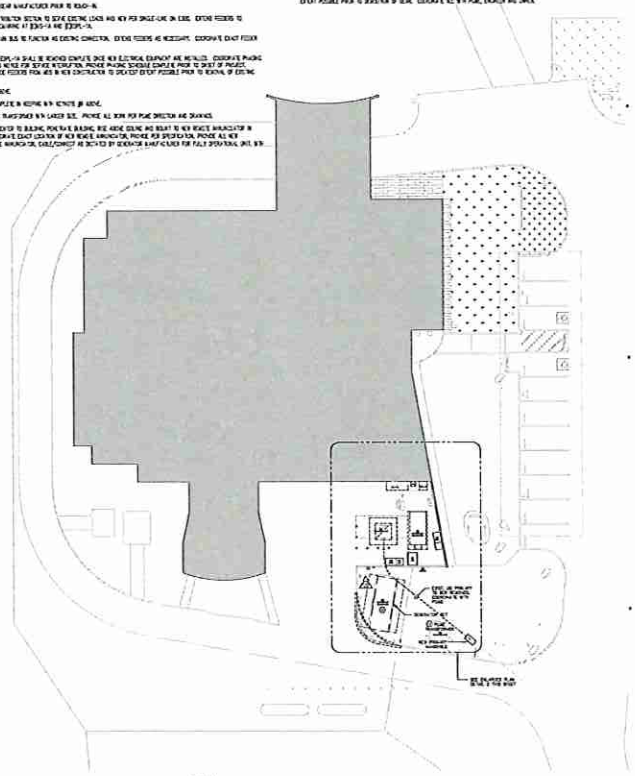
GENERAL NOTES - SITE ELECTRICAL



PLAN NORTH

(N) (2) ENLARGED SITE PLAN - ELECTRICAL

1/4" = 1'-0"



PLAN NORTH

(N) (1) EXISTING SITE PLAN - ELECTRICAL

1/16" = 1'-0"

KPA ENGINEERS ARCHITECTS

PHARIS

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions

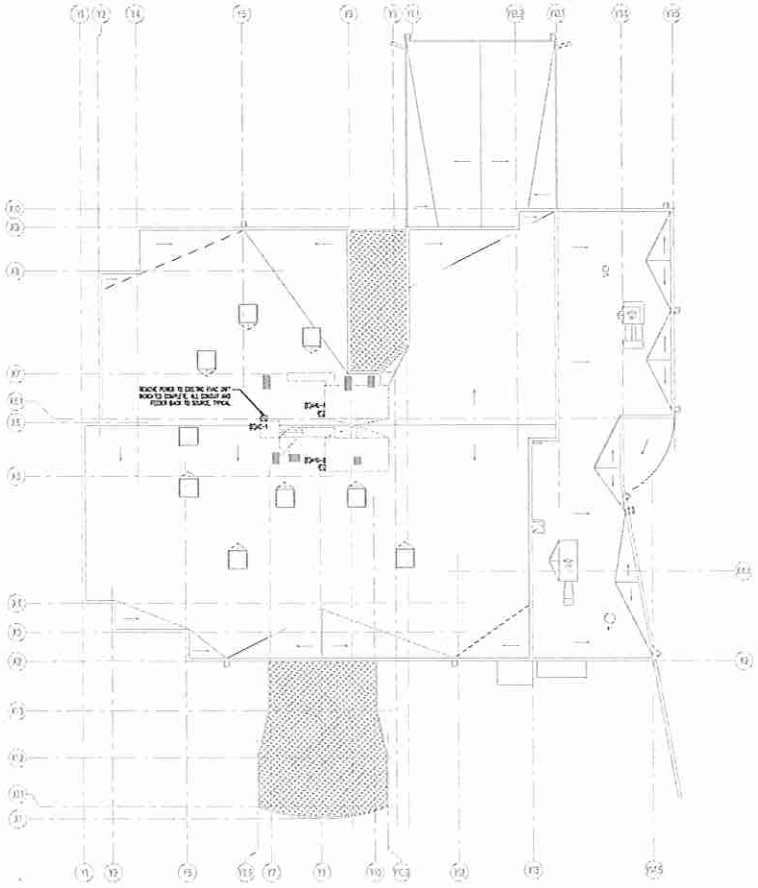
Client Project Number: 000
APN Number: 000-000-000
KPA Project Number: 707.00
Date: 6/09/16 ISSUED FOR BID

Sheet Title:

SITE PLAN-ELECTRICAL

Sheet Number:

ES100



PLAN NORTH

1 ROOF PLAN - ELECTRICAL DEMOLITION
3/16" = 1'-0"

KPA ENGINEERS ARCHITECTS

PHARIS

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions:

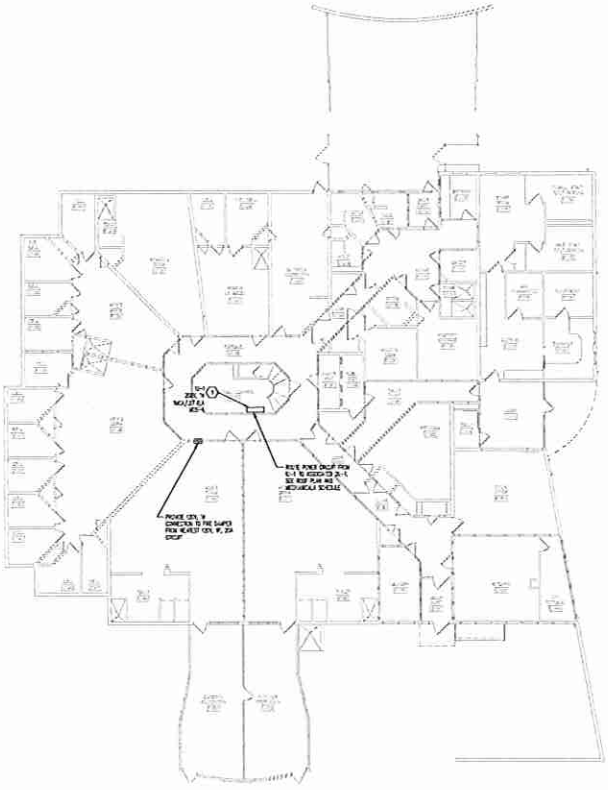
Client Project Number: 000
APN Number: 000-000-000
KPA Project Number: 707.00
Date: 4/10/18 ISSUED FOR BID

Sheet Title:

ROOF PLAN - ELECTRICAL DEMOLITION

Sheet Number:

ED100



PLAN NORTH

1 FLOOR PLAN - ELECTRICAL
3/16" = 1'-0"

GENERAL NOTES- POWER/SYSTEMS

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. SEE DRAWING E000 FOR ADDITIONAL GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS.
2. CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURAL ELEMENTS, AND EQUIPMENT PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING.
3. PROVIDE FIRE STOPPING AT ALL PENETRATIONS OF FIRE-RATED WALLS, FLOORS, AND CEILINGS. USE APPROVED FIRE-STOPPING SYSTEMS MATCHING THE RATING OF THE PENETRATED ASSEMBLY. SEE ARCHITECTURAL PLANS FOR RATED WALL LOCATIONS.
4. CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES TO AVOID CONFLICTS WITH DUCTWORK, PIPING, CONDUITS, AND STRUCTURAL ELEMENTS. MAINTAIN MINIMUM CLEARANCES AS REQUIRED BY NEC AND MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR ALL EQUIPMENT.
5. CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORTS, HANGERS, AND SEISMIC BRACING FOR CONDUIT, CABLE TRAY, AND EQUIPMENT IN ACCORDANCE WITH CBC, NEC, AND LOCAL AMENDMENTS. SUPPORTS SHALL BE INDEPENDENT OF CEILING GRID AND OTHER NON-STRUCTURAL SYSTEMS.
6. ALL WORK SHALL COMPLY WITH THE 2022 CALIFORNIA ELECTRICAL CODE (CEC), 2022 CALIFORNIA BUILDING CODE (CBC), 2022 CALIFORNIA ENERGY CODE (TITLE 24, PART 6), AND ALL APPLICABLE LOCAL AMENDMENTS AND ORDINANCES IN EFFECT AT THE TIME OF PERMIT APPLICATION.
7. CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE AND UTILITY COMPANY FOR ALL NEW SERVICE CONNECTIONS, METERING, AND TEMPORARY POWER REQUIREMENTS. ALL UTILITY WORK SHALL BE PERFORMED BY LICENSED CONTRACTORS AND IN ACCORDANCE WITH UTILITY COMPANY STANDARDS.
8. ALL EQUIPMENT, MATERIALS, AND WORKMANSHIP SHALL BE GUARANTEED FOR A MINIMUM OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS OTHERWISE NOTED. MANUFACTURER'S EXTENDED WARRANTIES SHALL BE TRANSFERRED TO THE OWNER UPON COMPLETION.

KEYNOTES- SITE ELECTRICAL

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. PROVIDE CONNECTION FOR MECHANICAL/PLUMBING EQUIPMENT. COORDINATE EXACT LOCATION, CONTROLS, POWER AND RECEPTACLE WITH EQUIPMENT SHOP DRAWINGS. ALL WORK TO BE INSTALLED COMPLETE. PROVIDE DISCONNECT SWITCH PER MANUFACTURER RECOMMENDATIONS AND NEC ARTICLE 430. PROVIDE 40 AMP, 2P DISCONNECT (SEE MECHANICAL FOR BASIS OF DESIGN UNIT AND MOTOR ASSUMPTIONS AND CONFIRM). PROVIDE CIRCUIT BREAKER AND BRANCH CIRCUIT SIZED PER NEC ARTICLE 430 FOR MOTOR AND EQUIPMENT. PROVIDE TO MEET MANUFACTURER'S RECOMMENDATIONS. CONNECTION WITH 12 AWG THHN/THWN-2 COPPER CONDUCTORS IN 3/4" CONDUIT, UNLESS OTHERWISE NOTED.
2. EXISTING ROOFTOP RECEPTACLE FOR AIR COMPRESSOR TO BE REMOVED.
3. PROVIDE 24/7 SMOKE DETECTOR IN ATTIC AIR HANDLING UNIT TO MEET MECHANICAL CODE REQUIREMENTS. CONNECT TO EXISTING FIRE ALARM SYSTEM AS REQUIRED BY LOCAL CODE AND PROVIDE UNIT WITH SHUTDOWN OF UNIT UPON ALARM. COORDINATE WITH FIRE ALARM MANUFACTURER FOR ALL COMPONENTS NECESSARY AND FOR INTERFACE TO THE FACP. PROVIDE ALL TOP FOR FULLY FUNCTIONING SYSTEM. NOTIFY FIRE ALARM SYSTEM 24/7 CONTRACTOR.
4. PROVIDE NEW ROOFTOP 15A, 120V RECEPTACLE FOR AIR COMPRESSOR LOCATED ON MECHANICAL EQUIPMENT PLATFORM. CONNECT TO EXISTING ROOFTOP RECEPTACLE CIRCUIT WITH 12 AWG THHN/THWN-2 COPPER CONDUCTORS IN 3/4" CONDUIT FROM EXISTING CIRCUIT BREAKER.

KPA ENGINEERS ARCHITECTS
KPA GROUP
[illegible]
Tel: 925.227.9100 www.kpagroup.com

PHARIS DESIGN

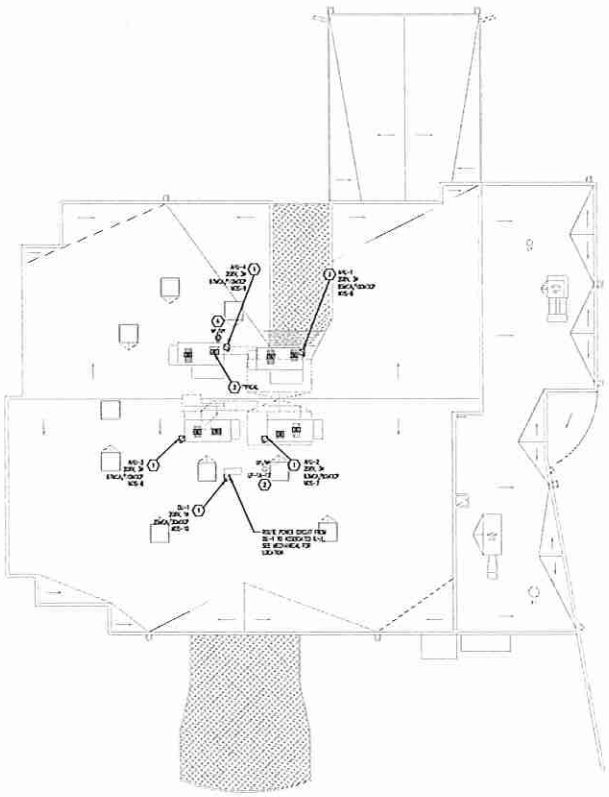
MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions

Client Project Number: 000
APN Number: 000-000-000
KPA Project Number: 25138
Date: 4/09/26 BIDDING FOR BID

Sheet Title:
FLOOR PLAN - POWER/SYSTEMS

Sheet Number:
E200



PLAN NORTH

1 ROOF PLAN - ELECTRICAL

3/16" = 1'-0"

GENERAL NOTES- POWER/SYSTEMS

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

A. SEE DRAWING E000 FOR ADDITIONAL LEGENDS, GENERAL NOTES, AND OTHER SCHEDULES.

B. COORDINATE EXACT MOUNTING HEIGHTS AND LOCATIONS WITH EXISTING CONDITIONS, ARCHITECTURAL ELEVATIONS, NEW WORK, AND ALL TRADES. ALL DEVICES AND ENCLOSURES TO BE COLOR PER ARCHITECT.

C. PROVIDE FIRE STOP TO ALL CONDUITS AND DEVICES PENETRATING FIRE RATED WALLS, SHEAR WALLS AND FLOORS. ALL PENETRATIONS THROUGH FIRE WALLS SHALL BE PER UL LISTED FIRE PENETRATION METHODS, MATERIALS, ETC. SEE ARCHITECTURAL FOR RATED WALLS.

D. COORDINATE WITH ALL DIVISIONS AND TRADES TO PROVIDE COMPLETE DISTRIBUTION SYSTEMS REQUIRED FOR COMPLETE AND OPERABLE SYSTEMS. INCLUDING, BUT NOT LIMITED TO, HVAC, PLUMBING, FIRE ALARM, SECURITY, DATA/TELEPHONE, AUDIO, CCTV, ACCESS CONTROL, INTERCOM, PAGING, VIDEO/CATV, CABLE TELEVISION, ETC. AS APPLICABLE TO THIS PROJECT SCOPE.

E. COORDINATE MOUNTING AND EXACT LOCATIONS OF ALL MECHANICAL AND PLUMBING EQUIPMENT REQUIREMENTS, STARTERS, ETC. WITH ALL TRADES AND IN ACCORDANCE WITH ALL STATE, LOCAL, AND NATIONAL CODES. PROVIDE ALL LABOR AND MATERIALS AS DETAILED TO CONNECT COMPLETE. PROVIDE SIZES PER UNIT NAME PLATE, FINAL CONNECTIONS WITH 310.16 - 75C FOR SIZES TO ALL ROOF TOP MECHANICAL EQUIPMENT. CONTRACTOR SHALL COORDINATE EXACT MOUNTING AND SHALL ADHERE TO DETAILS BY MECHANICAL & SHOP TO SHOP ALL SPECIFYING & TO CONTACT MECHANICAL DETAIL.

F. REFER TO EQUIPMENT SCHEDULES IN ALL CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION FOR HVAC AND PLUMBING CONNECTIONS. PROVIDE ALL LABOR AND MATERIALS TO CONNECT COMPLETE.

G. ALL RECEPTACLES NEAR SINKS ARE GFCI TYPE SHALL LOCATIONS, EITHER ARE ROOF TOP MOUNTED SHALL BE PROVIDED BY OTHERS AND INSTALLED BY ELECTRICAL CONTRACTOR. ALL DEVICES IN WALLS SHOWN TO BE MOUNTED AT 18" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.

H. FIRE ALARM WORK SHALL BE COORDINATED WITH EXISTING SYSTEM MANUFACTURER AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. ALL DEVICES SHALL BE ADDRESSED AFTER CONNECTION BY MANUFACTURER'S TECHNICIAN.

KEYNOTES- SITE ELECTRICAL

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. PROVIDE CONNECTION FOR MECHANICAL/PLUMBING EQUIPMENT. COORDINATE EXACT LOCATION, CONTROLS, POWER AND REQUIREMENTS WITH EQUIPMENT AND ALL TRADES TO INSTALL COMPLETE. PROVIDE DISCONNECT SWITCH (NON-FUSIBLE NEMA 3R OUTDOOR) AND SIZE/RATED PER MANUFACTURER RECOMMENDATIONS PROVIDED AS PART OF EQUIPMENT SUBMITTAL FOR ROOF TOP UNITS. SEE MECHANICAL FOR MORE EQUIPMENT AND CONTROLS. PROVIDE CIRCUIT BREAKER AND BRANCH CIRCUIT SIZE SHALL BE BASED ON NOTED EQUIPMENT PROVIDED TO MEET MANUFACTURER RECOMMENDED CONNECTION 310.15.

2. EXISTING ROOF TOP RECEPTACLE FOR NEW DEVICE PER SEC.

3. PROVIDE DUCT SMOKE DETECTOR IN RETURN AIR SECTION TO MEET POTENTIAL CODES AND STANDARDS. CONNECT TO EXISTING FIRE ALARM SYSTEM AS NEEDED. CONTRACTOR SHALL PROVIDE UNIT FOR SUPERVISION AS CODE REQUIRES. COORDINATE WITH FIRE ALARM MANUFACTURER FOR ALL COMPONENTS NECESSARY AND FOR INSTALLATION WITH EXISTING SYSTEM. PROVIDE ALL FOR FULLY FUNCTIONING SYSTEM. RECERTIFY FIRE ALARM SYSTEM UPON COMPLETION.

4. PROVIDE NEW ROOF TOP RECEPTACLE FOR MAINTENANCE ACCESS PER REQUIREMENTS BELOW. CONNECT TO EXISTING ROOF TOP RECEPTACLE SPARE WITH 3#12,1#G. COORDINATE WITH MECHANICAL FOR LOCATION OF CIRCUIT THROUGH ROOF.

KPA ENGINEERS ARCHITECTS

THE KPA GROUP

PHARIS

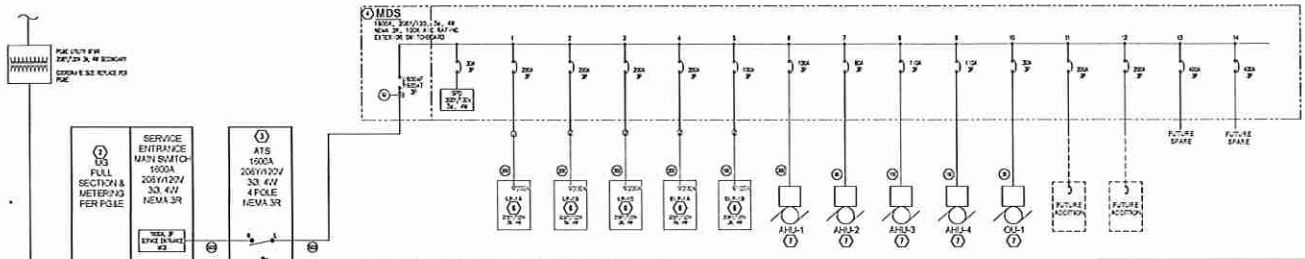
MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions

Client Project Number:
APN Number:
KPA Project Number: 7972
Date: 4/25/25 ISSUED FOR BID

Sheet Title:
ROOF PLAN - POWER/SYSTEMS

Sheet Number:
E201



ELECTRICAL SINGLE-LINE DIAGRAM (01)

SCALE: NONE

KEYNOTES - PANELBOARD AND RISER DIAGRAM:

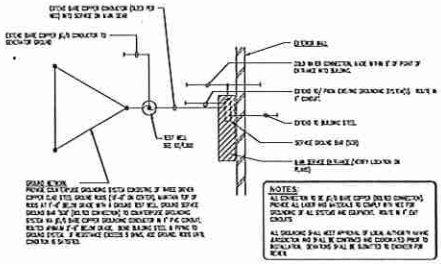
1. PROVIDE UTILITY SERVICE EQUIPMENT AS REQUIRED BY UTILITY COMPANY. COORDINATE WITH UTILITY COMPANY.
2. PROVIDE METERING EQUIPMENT AS REQUIRED BY UTILITY COMPANY. COORDINATE WITH UTILITY COMPANY.
3. PROVIDE SERVICE ENTRANCE RATED MAIN SWITCH AS REQUIRED BY UTILITY COMPANY. COORDINATE WITH UTILITY COMPANY.
4. PROVIDE SERVICE ENTRANCE RATED MAIN SWITCH AS REQUIRED BY UTILITY COMPANY. COORDINATE WITH UTILITY COMPANY.
5. PROVIDE SERVICE GROUNDING PER LOCAL UTILITY. SEE DETAIL 02 FOR ADDITIONAL INFORMATION.
6. RECONNECT EXISTING LOAD FROM EXISTING SERVICE PORT TO NEW ATS. PROVIDE JUMPERS AND APPARATUS AS NECESSARY TO MAKE NEW SYSTEM WORK AS INTENDED.
7. CONNECT NEW LOADS TO ATS AS INDICATED. SEE POWER PLANS FOR LOCATION OF EQUIPMENT.
8. SECONDARY SIDE SHALL MEET POWER GRID CODE SECTION 26.4 TABLE 5. FOR 600A, TABLE 5 INDICATES 20 SETS OF 1, 1/0, 4/0 (1 SERVICE 4 PHASE AND (1) 208Y/120 3 WIRE 1/0, CONDUIT 1 1/4. SEE 4/E CALCULATIONS AND DRAWINGS FOR PHASE.

GENERAL NOTES - SINGLE-LINE DIAGRAM:

1. REFER TO POWER PLANS FOR EXACT AND DETAILED EQUIPMENT SIZES. IF EXISTING PANELS ARE UNDER-SIZED FOR PROPOSED AND INSTALL DEMOLITION EQUIPMENT TO MEET REQUIREMENTS OF ALL LOCAL, STATE, NATIONAL CODES AND AUTHORITY HAVING JURISDICTION. MEET OR EXCEED MINIMUM CLEARANCE SPACES, DIMENSIONS, AND SPACING CONDITIONS, ALL WITH NEW, ACTUAL FIELD, AND AS-BUILT AND DEMOLITION EQUIPMENT SUPPLIED.
2. VERIFY EXACT ALL WORK FOR ALL DEMOLITION EQUIPMENT WITH ACTUAL SITE AND EQUIPMENT DIMENSIONS OF AVAILABLE FAULT CURRENT PER LOCAL UTILITY AND PROPER SHORT CIRCUIT CALCULATIONS PER MANUFACTURER CALCULATIONS AND RECOMMENDATIONS. IF NEW ALL SYSTEM AND EQUIPMENT SHALL BE DESIGNED FOR PROPER SHORT CIRCUIT CALCULATIONS AND RECOMMENDATIONS. IF EXISTING EQUIPMENT IS NOT SUFFICIENT, CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY FOR REPLACEMENT. DO NOT ENERGIZE EQUIPMENT WITHOUT PROPER SHORT CIRCUIT CALCULATIONS AND RECOMMENDATIONS.

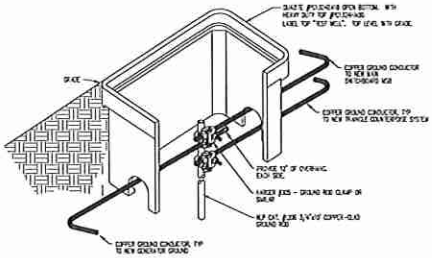
FEEDER TABLE						
ICKN	AMPS	SETS	75°C Cond'ts Phase	60°C Cond'ts Phase	250.122 EGS	CONDUIT SIZE
ⓐ	20	1	12	12	12	3/4"
ⓑ	25	1	10	10	12	3/4"
ⓒ	30	1	10	10	10	3/4"
ⓓ	35	1	10	8	10	3/4"
ⓔ	40	1	8	8	10	3/4"
ⓕ	45	1	8	6	10	3/4"
ⓖ	50	1	8	6	10	3/4"
ⓗ	60	1	6	4	10	3-1/4"
ⓘ	65	1	6	4	8	3-1/4"
ⓙ	70	1	4	4	8	3-1/4"
ⓚ	80	1	4	2	8	3-1/4"
ⓛ	90	1	3	2	8	3-1/4"
ⓜ	100	1	3	1	8	3-1/4"
ⓝ	110	1	2	1	6	3-1/4"
ⓞ	125	1	1	*	6	3-1/2"
ⓟ	150	1	1/0	*	6	3-1/2"
ⓠ	175	1	2/0	*	6	3"
ⓡ	200	1	3/0	*	6	3"
ⓢ	225	1	4/0	*	4	3"
ⓣ	250	1	250	*	4	3-1/2"
ⓤ	300	1	350	*	4	3-1/2"
ⓥ	400	2	3/0	*	3	3"
ⓦ	400*	1	500	*	3	3"
ⓧ	450	2	4/0	*	2	3"
ⓨ	500	2	250	*	3	3-1/2"
ⓩ	600	2	350	*	1	3"
ⓐⓐ	700	2	500	*	1/0	3-1/2"
ⓑⓑ	800	3	350	*	2/0	3-1/2"
ⓒⓒ	1000	3	500	*	2/0	3-1/2"
ⓓⓓ	1200	4	350	*	3/0	3"
ⓔⓔ	1600	5	500	*	4/0	3-1/2"

NOTES
1. QUANTITY OF PHASE CONDUCTORS SHALL BE DOUBLED FOR PARALLEL CIRCUITS WITH 1/0 AWG AND LARGER (1 PER SET OF CONDUCTORS).
2. A NEUTRAL OF THE SIZE INDICATED IS REQUIRED FOR 3Ø 4W CIRCUITS.
3. TABLE FOR DESIGN INTENT ONLY. CONTRACTOR SHALL PERFORM VOLTAGE DROP CALCULATIONS BASED ON FEEDER LENGTH AND ADJUST WIRE AND CONDUIT SIZE APPROPRIATELY FOR CONDUCTOR SIZES.
4. FOR EQUIPMENT WITH MOTOR LOADS, SEE THE MOTOR COLUMN SHALL BE USED.



GROUND NETWORK DETAIL (02)

SCALE: NONE



GROUND INSPECTION WELL (TEST WELL) (03)

SCALE: NONE

KPA ENGINEERS ARCHITECTS
KPA GROUP
[illegible]
PHARIS
MARIPOSA COUNTY CHAMBER OF COMMERCE

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions:

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APN Number: 000-000-000
KPA Project Number: 25726
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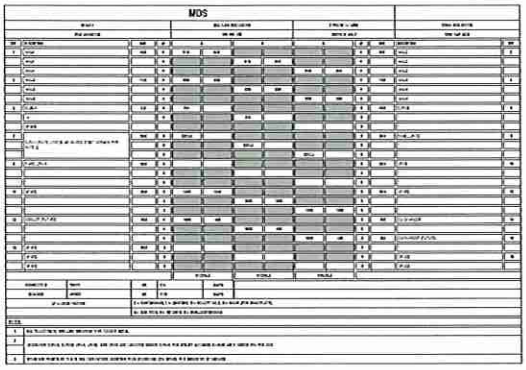
ELECTRICAL DETAILS

Sheet Number:
E300



KPA ENGINEERS ARCHITECTS

THE KPA GROUP

PHARIS

MARIPOSA COUNTY
ADULT DETENTION FACILITY
HVAC SYSTEM REPLACEMENT
5379 CA-49, MARIPOSA, CA 95338

Revisions

Client Project Number: 000
APN Number: 000-000-000
KPA Project Number: 767.00
Date: 4/30/26 BRUSO PCK BID

Sheet Title:
PANEL SCHEDULES

Sheet Number:
E400

Docusign Envelope ID: 6C3E361D-02B6-42D2-97D0-DE2B16FA6C59

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-57

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment.

After extensive design research on the Adult Detention Facility HVAC system, KPA identified concerns that the current design could not produce and support all the electrical needs. Therefore, additional design services were requested for the facility's electrical capacity needs to support the new equipment for the HVAC improvements and for future capacity to support the planned administrative office expansions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 20, 2024, Resolution 2024-67, the Board approved Task Order No. 6 with The KPA Group for Mariposa County Detention Facility HVAC Replacement Phase II in the amount of $151,980.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the County will not be able to complete the replacement of the HVAC system for the Adult Detention Facility.

FINANCIAL IMPACT

General Fund Contingency will fund the Additional Scope of Work that needs to be performed at the Adult Detention Facility to complete the Design.

ATTACHMENTS

1. **First Amendment to Task Oder No.6**

DS LG

Docusign Envelope ID: 6C3E361D-02B6-42D2-97D0-DE2B16FA6C59

2. **Budget Action Form_HVAC**
3. **Resolution 2023-99**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Docusign Envelope ID: 6C3E361D-02B6-42D2-97D0-DE2B16FA6C59

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0100	92001	General Fund Contingency			32,680
1001	0100	80111	Transfer Out		32,680	
5577	0350	49101	Transfer In		(32,680)	
5577	0350	70111	Community and Office Buildings		32,680	
					32,680	32,680

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

DEPT HEAD SIGNATURE _____ DATE 1/21/25

APPROVED BY RES NO. 2025-057 CLERK _____ DATE 2/11/25

Public Works - 5577 - Sheriff Headquarters/ Jail HVAC

AUDITOR'S USE ONLY
BA #

Docusign Envelope ID: 6C3E361D-02B6-42D2-97D0-DE2B16FA6C59

FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 6 FOR DESIGN SERVICES FOR HVAC REPLACEMENT PHASE II

THIS FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 6 FOR DESIGN SERVICES FOR HVAC REPLACEMENT PHASE II, is made and entered into this 11th day of February 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The KPA Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 20, 2024, wherein Contractor agreed to provide design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: ADF Electrical Capacity Upgrade.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $32,680 will be added to the original amount of $151,980, making the total compensation paid to Contractor the not to exceed amount of $184,660.

Except as herein amended, the Agreement dated February 20, 2024 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.

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COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B552140DC...

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...

Paul Powers, Principal
The KPA Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

Resolution 2025-057

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FIRST AMENDED EXHIBIT A
FIRST AMENDED SCOPE OF WORK AND COST PROPOSAL

COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Add Services - ADF Electrical Capacity Upgrade

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$210.00	$210.00	$195.00	$155.00	$105.00	
Project Management and Coordination								
1	Continued project management	2	1		1			$875.00
2	Design decisions - generator & main service	1	1	4	2			$1,675.00
SUBTOTAL		**$705.00**	**$420.00**	**$840.00**	**$585.00**	**$0.00**	**$0.00**	**$2,550.00**
Equipment Sizing and Single Line Diagram								
1	Define appropriate equipment sizes		2	8	4			$2,880.00
2	Advance single line diagram			4	2			$1,230.00
SUBTOTAL		**$0.00**	**$420.00**	**$2,520.00**	**$1,170.00**	**$0.00**	**$0.00**	**$4,110.00**
Coordination with Manufactuers and PG&E								
1	Coordinate with Cummins			2	4			$1,200.00
2	Coordinate with Eaton			6	2			$1,650.00
3	Coordinate with PG&E		1	6	2			$1,860.00
4	PG&E Application - complete		1	4	4			$1,830.00
SUBTOTAL		**$0.00**	**$420.00**	**$3,780.00**	**$2,340.00**	**$0.00**	**$0.00**	**$6,540.00**
Siting of New Equipment								
1	Siting of new equipment		4	2	8	4	1	$3,545.00
SUBTOTAL		**$0.00**	**$840.00**	**$420.00**	**$1,560.00**	**$620.00**	**$105.00**	**$3,545.00**
Electrical Design - CDs								
1	Incorporate County comments	1	2	4	2			$1,885.00
2	Code review - Increased capacity		2	8	2			$2,490.00
3	Technical specifications		8	4	8		2	$4,290.00
4	Anticipated power requirements - additions			4				$840.00
5	CDs - incorporate changes	1	2	8	4	12		$4,975.00
6	Plan Review - incorporate into submission		2	4	1			$1,455.00
SUBTOTAL		**$470.00**	**$3,360.00**	**$6,720.00**	**$3,315.00**	**$1,860.00**	**$210.00**	**$15,935.00**
TOTAL HOURS		**5**	**26**	**68**	**46**	**16**	**3**	**164**
TOTAL COST - SERVICE UPGRADE		**$1,175.00**	**$5,460.00**	**$14,280.00**	**$8,970.00**	**$2,480.00**	**$315.00**	**$32,680.00**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2025

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Elise Fisher
PHONE (A/C, No, Ext): 510-272-1435 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : HARTFORD INSURANCE COMPANY	38288
INSURER D : Travelers Casualty and Surety Co of America	31194
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566

KPAGROU-01

COVERAGES **CERTIFICATE NUMBER:** 490981000 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6806H537085	1/18/2025	1/18/2026	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
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAD5P4T	7/1/2024	7/1/2025	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	Professional Liability			105404592	1/18/2025	1/18/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Named Insured has no company owned autos.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-99

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with KPA Group for On-Call Facilities & Architectural Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Facilities and Architectural Services from NJA and KPA Group. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to KPA Group. This firm will be used for Capital Improvement and work performed by the Facilities Division. Future tasks may include office additions and remodels.

Task Order No. 1 is for investigation of the existing facilities, space analysis, and concept drawings for a new facility for the Probation Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 20, 2022, the Board of Supervisors adopted Resolution 22-725 approved an On-Call contract with Black Water Consulting Engineers for Water and Wastewater Services.

On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders.

ATTACHMENTS:
KPA Master Contract (PDF)

REF ID# 13819

DS MR

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KPA Task Order No. 1 (PDF)

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

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and KPA Group ("Contractor"), pursuant to the following terms and conditions.

W IT N E S S E T H:

1.TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2.SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual

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performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless and indemnify, but not defend, County, its officers, employees, , against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, but only to the extent actually caused by the negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

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)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

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11. NOTICE

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

CONTRACTOR:
KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement,

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Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

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21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

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27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances 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. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

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

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

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...

KPA Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Facilities and Architectural Services and Construction Support. Work to include:

- Project Development Support
- Programming and Feasibility Studies
- Space Planning
- ADA Design
- LEED and Sustainability Studies
- Building Evaluations
- Schematic Design
- Design Development
- Construction Documents

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Exhibit 'B'

Fee Schedule

KPA's breakdown of hourly rates for personnel to be assigned to the projects are proposed as follows:

PROFESSIONAL RATE

Category	2022	2023	2024
Principal	$235	$240	$240
Project Manager	$225	$230	$235
Registered Architect or Engineer	$200	$205	$210
Designer/Technical Professional	$185	$190	$195
CAD Technician	$150	$155	$155
Administrative	$100	$100	$105

Sub-consultant billing information aligns similarly to KPA's billing information above and will be provided upon contract award. Costs for expenses related to printing and travel are not marked up and may be provided based on individual projects or task orders. The KPA Group will maintain the above rates if additional overtime work is requested.

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

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H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

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

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

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by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

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SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

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LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

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CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

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upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745 KPAGROU-01	**CONTACT NAME:** Nancy Ferrick **PHONE (A/C, No, Ext):** 510-272-1400 **FAX (A/C, No):** **E-MAIL ADDRESS:** nancy.ferrick@assuredpartners.com
INSURED The KPA Group 6700 Koll Center Parkway Suite 125 Pleasanton CA 94566	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Travelers Indemnity Company of Connecticut — 25682 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Casualty and Surety Co of America — 31194 INSURER D : HARTFORD INSURANCE COMPANY — 38288 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2111266901 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6806H537085	1/18/2023	1/18/2024	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 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WEGAD5P4T	7/1/2022	7/1/2023	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			105404592	1/18/2023	1/18/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "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 for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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

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.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, 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, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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Policy: BA3R760350 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

Docusign Envelope ID: 6C3E361D-02B6-42D2-97D0-DE2B16FA6C59

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

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 executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAD5P4T **Endorsement Number:**
Effective Date: 07/01/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton, CA 94566

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 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 07/01/2023

DocuSign

Certificate Of Completion

Envelope Id: 38C991EA00C049EA8941064A3F2BEDC0
Status: Completed
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Document Pages: 35
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Mariposa, CA 95338
Clerk-bos@mariposacounty.org
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Pool: County of Mariposa
Location: DocuSign

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Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:55:54 AM Viewed: 3/6/2023 3:28:41 PM Signed: 3/6/2023 3:29:18 PM
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Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:29:20 PM Viewed: 3/6/2023 5:06:21 PM Signed: 3/6/2023 5:06:24 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Paul Powers Paulp@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 73.92.31.111 Signed using mobile	Sent: 3/6/2023 5:06:27 PM Viewed: 3/7/2023 6:45:46 AM Signed: 3/7/2023 6:48:27 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 6:48:30 AM Resent: 3/7/2023 7:37:44 AM Viewed: 3/7/2023 8:02:26 AM Signed: 3/7/2023 8:02:33 AM
Electronic Record and Signature Disclosure: Accepted: 12/30/2022 10:48:53 AM ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5		

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Completed	Security Checked	3/7/2023 8:02:33 AM

Payment Events	Status	Timestamps

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From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Certificate Of Completion

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Source Envelope:
Document Pages: 47
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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COBagreements@mariposacounty.org
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Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/12/2025 7:27:47 AM Viewed: 2/12/2025 9:34:59 AM Signed: 2/12/2025 9:35:10 AM
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Paul Powers PaulP@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 24.6.96.65 Signed using mobile	Sent: 2/12/2025 9:52:27 AM Viewed: 2/12/2025 11:20:54 AM Signed: 2/12/2025 11:21:21 AM
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Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/12/2025 11:21:23 AM Viewed: 2/12/2025 11:28:52 AM Signed: 2/12/2025 11:28:58 AM
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Agent Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Withdrawing your consent

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To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-67

MEETING:	February 20, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign the Task Order

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The Adult Detention Facility fails to provide ample cooling and the existing direct/indirect evaporative cooling roof-top air handling units (AHUs) leak. The scope of work includes preparing bid documents for the replacement of the existing sytem. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The facility was originally designed and constructed in 1994 utilizing an HVAC system with evaporative cooling. Two interior makeshift gutters have been installed to collect the leaking water and help address the safety concerns related to wet floors. Additionally, the system has inconsistent air distribution and flow issues, along with heavy dust and lint build-up which is obstructing clean and appropriate air flow. The control panel is currently located in the Central Control room and is requested to be relocated.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board approved a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve Mariposa County Adult Detention Facility will continue to have health and safety issues.

FINANCIAL IMPACT

Measure M funds previously obligated for the Sheriff's HQ facility will be repurposed for these design services.

ATTACHMENTS

1. **Task 6 - HVAC Phase II**
2. **KPA Group**

DS
LG

DocuSign Envelope ID: 92EDFBED-C45E-4FCE-ABE4-4247D1999961

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DocuSign Envelope ID: 92EDFBED-C45E-4FCE-ABE4-4247D1999961

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

TASK ORDER FOR SERVICES

KPA Group Task Order No. 6
Mariposa County Adult Detention Facility -
HVAC Replacement Phase II

Date: February 20, 2024

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-99) between Mariposa County ('County') and KPA Group ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare design services for HVAC improvements at the Mariposa County Adult Detention Center. Work includes Phase II Tasks 1-6: (1) Project Management/Coordination, (2) Schematic Design, (3) Design Development, (4) Construction Documents, (5) State and County Bid Support, (6) Construction Administration Services.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $151,980.

Funding Source 5577-350-70111
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisor

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...
Paul Powers, President
The KPA Group

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:
DocuSigned by:
Steven W Dahlem
F6A416E06B394BF...
Steven W. Dahlem
County Counsel

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EXHIBIT A

KPA
THE KPA GROUP
ENGINEERS
ARCHITECTS

January 15, 2024

Matt Hespenheide, County Engineer
Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Subject: Mariposa County Adult Detention Facility - HVAC Replacement Investigation & Design Services
Fee Proposal R2 (Phase 2 adjustment)

Dear Matt,

The purpose of this agreement is to establish a scope of services and fee for a replacement HVAC system at the existing Mariposa County Adult Detention Facility. The building was originally designed under 1991 building codes with state amendments and constructed in 1994. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The fully sprinklered building is approximately 15,045 SF and serves institutional and business occupancies consisting of detention and support areas, kitchen and laundry, and administrative spaces. A site walk of the facility and grounds was conducted by The KPA Group and led by Public Works and Detention Facility staff on June 29, 2023.

Project Understanding

The Adult Detention Facility was originally designed and constructed in 1994 utilizing an HVAC system with direct/indirect evaporative cooling roof-top air handling units (AHUs) and air conditioning units. In 2016 the original AHUs were replaced with new units. The current units are seven years old and facility staff have reported that the current equipment has been an ongoing maintenance issue from inception and fails to provide ample cooling for a 90-95 degree day. The facility staff indicated their desired indoor temperature for summer months is 72-74 degrees and for winter, 78 degrees.

For the past three years, the system has experienced condensation buildup and leakage which produces about 5 gallons of collected liquid every eight hours. To alleviate this issue, two interior makeshift gutters have been installed to collect the leaking water and help address safety concerns related to wet floors. In addition to ongoing leakage, the system contains inconsistent air distribution and flow issues. Additionally, permanently fixed maximum security and tamper-proof diffusers and registers contain heavy dust and lint build-up which is obstructing clean and appropriate air flow.

Currently, the system's control panel is located in the Central Control watch room and is suggested to remain there for operational convenience. Staff requests that abandoned controls in the facility be removed.

The County wishes to explore tentative options and costs in a preliminary phase (Phase 1), and expand the selected option into design documents as part of a second phase (Phase 2). As part of this project, the County also wishes to add siting of a new Conex container on the south yard area west of the service entry.

Scope of Services

This document provides a scope of services for design services for HVAC improvements at the Mariposa County Adult Detention Center.

Phase 1 – Preliminary Investigation

KPA will provide viable options for improvements to the existing HVAC system at the Adult Detention Center. This preliminary investigation phase will provide review of the existing HVAC system onsite with a mechanical engineer. A basis

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of design will be prepared to document project understanding and viable solutions. Scenarios for consideration will be outlined as part of the basis of design. Order of magnitude construction costs for scenarios will be provided. The selected option and outcomes from the preliminary investigation and basis of design will be advanced into design documents as appropriate.

The Phase 1 services scope of services is organized into the following elements:

- Project Management and Coordination
- Preliminary Investigation
- Basis of Design Report

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of the initial investigation phase will be documented.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements.

Preliminary Investigation

KPA will conduct a site visit for a closer investigation of the existing building and related systems. The site visit will allow the design team to verify and assess existing conditions, electrical system capacity and related building elements. A review of findings with the County will be arranged shortly after the visit to provide more information about the current state of the HVAC system.

Components of investigation will include:

- Current HVAC unit types
- Equipment unit inventory
- Review of as-build drawings
- Determine available electrical capacity
- Re-visit to assess individual locations of proposed new HVAC units and to determine necessary inclusions and additional requirements

Basis of Design Report

KPA will prepare a basis of design report outlining project understanding and direction. The report will compile items learned from the site investigation and contain cost information and an overview of viable solutions along with KPA recommendations. We will review the report with Mariposa County to assist in determination of the best solution to be advanced into design documents as part of Phase 2.

The Basis of Design Report will be organized as follows:

- Overview of Existing Conditions
- Photo Documentation
- HVAC Options
- Order of Magnitude Cost Estimates
- Engineer's Recommendations

Phase 2 – Design Documents

KPA will perform architectural and engineering services required for HVAC system replacement design at the existing detention facility based on the County's chosen design direction. Required changes to the building's electrical system for new HVAC components will be included in the design including for new feeders and disconnects to accommodate the HVAC equipment. Plumbing system design will incorporate required changes based on the new HVAC system. Structural

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engineering services will confirm and provide details to secure new HVAC units at proposed locations. KPA will prepare the required construction drawings for the new replacement HVAC system. The design will result in 100% Construction Documents for bidding purposes and construction period services to complete the project requirements.

The Phase 2 services scope of services is organized into the following elements:

- Project Management and Coordination
- Schematic Design
- Design Development
- Construction Documents
- State and County Review & Bid Support
- Construction Administration Services

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of this project will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements. KPA will coordinate and communicate with Mariposa County's project design team to align project goals with the design. We will manage the services of engineering sub-consultants and internally coordinate the design prior to County review.

Schematic Design

In this phase of design, KPA and sub-consulting engineers will review the current building code requirements related to the facility's occupancy and load. The team will document air distribution and areas of deficiency and begin MEP calculations for system capacity. Required changes, if any, to building mechanical or electrical systems will be outlined for inclusion in a conceptual diagram of updates. Any required change to the fire alarm system based on adjacent air flow capacity of units will be documented but are not anticipated. Replacement HVAC Schematic Design will be developed for the County that incorporates system requirements.

The Schematic Design phase will include:

- Evaluation of existing system and conditions
- Preparation of HVAC replacement concept
- Schematic-level cost estimate
- Preliminary code review
- CAD background development
- Meeting to refine HVAC replacement concept for additional inclusions or considerations for further development in Design Development phase

Design Development

The KPA Group will expand Schematic Design documents into Design Development documents illustrating further development of the design of the new HVAC system. Design Development will determine the final scope of the project and relationships among project components. Design Development documents will provide a clearly-defined design with a comprehensive scope, budget and schedule. Coordination with sub-consultants will continue, and drawings will be updated accordingly. We will meet with Mariposa County during this phase to provide project status updates and to further define project requirements. Code required changes will be implemented and the project schedule and cost estimate will be updated as the design progresses.

The Design Development phase will include:

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- Expanded building code review
- Further evaluation of existing conditions and updates to drawings
- Incorporation of alternate bid items, if any
- Update construction cost estimates
- Draft mechanical calculations
- Prepare outline specifications
- Incorporate review comments and obtain approval to proceed to the Construction Documents phase

Construction Documents

Design Development documents will be advanced into Construction Documents. Construction Documents will refine the extent, configuration, location, relationships and dimensional requirements of the work to be completed. Final changes will be made to equipment enclosure types, design details, electrical one-line diagrams and other components of the design. Specifications will be completed. We will meet with Mariposa County during this phase to discuss project design progress and bid requirements. A construction schedule will be established, and a construction cost estimate will be prepared. Final code-required changes will be implemented and drawings and specifications will be coordinated among the disciplines.

The Construction Documents phase will include:

- Incorporation of design development phase review comments and design revisions
- Complete documentation of building and MEP systems code review and analysis
- Complete technical specifications
- Complete construction drawings, schedules and details
- Finalize construction cost estimate
- Finalize engineering calculations
- Finalize Mechanical Energy Compliance Forms (Title 24 requirements)
- Review 95% Construction Documents with Mariposa County
- Incorporate final County comments and submit 100% Construction Documents

State and County Review & Bid Support

Following completion of Contract documents, KPA will submit to the Board of State and Community Correction for review. Additionally, we will submit to the County for parallel review. KPA will assist the County during the bidding period and respond to RFIs and issue Addendum as required. KPA will assist Mariposa County with bidding services related to HVAC system improvements. We will respond to questions from potential bidders and issue documentation related to clarifications if required.

Construction Administration Services

KPA will perform Construction Administration services related to the redesign of the HVAC system for the Mariposa County Detention Facility. During construction, KPA will attend progress meetings on a twice monthly basis due to the fast-track nature of this project.

Construction Administration services will include:

- Maintain project logs
- Provide consultation and advice
- Confirm specifications for required items
- Notify the County and the Contractor of any failure in HVAC system or supports work or materials to conform to the requirements of the Contract, Plans or Specifications
- Visits to the detention facility to observe work progress and to prepare final punchlist; up to two site visits
- Response to RFIs and review of Submittals, further described below

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KPA will review and respond to any RFIs related to the HVAC improvement design. We will issue necessary interpretations and clarifications including replies to other information requests. We will assist Mariposa County with supplemental instructions related to maintenance requirements and warranty information for individual units. KPA will review and respond to related shop drawings submittals. We will review and approve shop drawings and submittals for conformance to the design. We will review required system testing and balancing.

Construction phase deliverables may include necessary notices, communications, interpretations and clarifications, as required. KPA will perform a final punch list related to the new HVAC system.

Deliverables

Basis of Design (Phase 1) – Basis of Design Report outlining viable improvement options and associated order of magnitude construction costs along with engineer's recommendations.

Design Development (Phase 2) – Design Development-level plans showing HVAC replacement design, HVAC equipment schedules, locations and general service areas. An updated project schedule and cost estimate will be presented along with a draft set of specifications.

Construction Documents (Phase 2) – Final plans showing HVAC replacement design, HVAC equipment schedules, architectural inclusions, structural details, electrical drawings and final locations of HVAC units. Final specifications will be provided.

Design Schedule

KPA will complete the design of the replacement HVAC system within 120 days of Notice to Proceed.

Owner Responsibilities

- Provide access to the existing facility
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group the amount of thirty-two thousand eight hundred fifty dollars as architectural and engineering fees for Phase 1. For Phase 2, the County will pay The KPA Group an estimated **one hundred fifty-one thousand nine hundred eighty dollars ($151,980.00)** as architectural and engineering fees for design work for the Adult Detention Facility HVAC Replacement Design. Total compensation for both phases is outlined below.

Phase 1..... $ 32,850.00 **(completed)**
Phase 2..... $151,980.00 *
Total Compensation..... $184,830.00

*** Note: Phase 2 design fee proposed is based on County preferred moderate design solution Option 2 of HVAC Study dated November 2023 and ability to re-use portions of the existing HVAC system.**

Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work for each proposed project phase.

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Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on County contracting desires.

Respectfully submitted,
The KPA Group



Paul W. Powers, AIA, NCARB
President

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COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Phase 2 - Design Documents for Moderate Design Solution **OPTION 2**

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$210.00	$210.00	$195.00	$155.00	$105.00	
Project Management and Coordination								
1	Project meetings - recurring	4	4	4	4		2	$3,610.00
2	Team coordination	8	4	4	4	4		$4,960.00
3	Quality control	4	8	4	4			$4,240.00
SUBTOTAL		$3,760.00	$3,360.00	$2,520.00	$2,340.00	$620.00	$210.00	$12,810.00
Schematic Design								
1	Concept options / Basis of Design		2	8	8			$3,660.00
2	Preliminary code review	1	4	8				$2,755.00
3	SD-level cost estimate	1	2	2	4			$1,855.00
4	Schematic Design drawings	1	8	16	12	24		$11,335.00
5	Incorporate review comments			2	2	4		$1,430.00
SUBTOTAL		$705.00	$3,360.00	$7,560.00	$5,070.00	$4,340.00	$0.00	$21,035.00
Design Development								
1	Expand code review	1	4	4	2		1	$2,410.00
2	Load Calculations			8				$1,680.00
3	DD-level cost estimate	1	4	8	8			$4,315.00
4	Design Development drawings	2	12	16	28	42		$18,320.00
5	Outline specifications	1	2	6	4		2	$2,905.00
6	Incorporate review comments	2	2	4	4	8		$3,750.00
SUBTOTAL		$1,645.00	$5,040.00	$9,660.00	$8,970.00	$7,750.00	$315.00	$33,380.00
Construction Documents								
1	Complete code review	1	4	6	2			$2,725.00
2	Complete technical specifications	1	4	8	12	2	2	$5,615.00
3	Final cost estimate	1	2	6	8			$3,475.00
4	Prepare 95% Construction Documents	1	8	16	24	56		$18,635.00
5	Incorporate review comments	2	2	4	4	8		$3,750.00
6	Prepare final Construction Documents	2	4	4	12	16		$6,970.00
SUBTOTAL		$1,880.00	$5,040.00	$9,240.00	$12,090.00	$12,710.00	$210.00	$41,170.00
State and County Review & Bid Support								
1	Submit to State/County	1	2		4			$1,435.00
2	Plan Check response (2 rounds)	2	8	8	8	16	2	$8,080.00
3	Compile bid documents	1	2	1	2	8	2	$2,600.00
4	Bidding support		2	2	1		1	$1,140.00
SUBTOTAL		$940.00	$2,940.00	$2,310.00	$2,925.00	$3,720.00	$525.00	$13,255.00
Construction Administration & Closeout								
1	General construction administration	2	4	4	8		2	$3,920.00
2	RFI responses	4	2	8	12			$5,380.00
3	Shop drawing review	4	2	8	12			$5,380.00
4	Work progress visit (assume 1 visit)		8	8	8			$4,920.00
5	Construction progress meetings	2	8	8	8		2	$5,600.00
6	Punchlist		8	8	8		2	$5,130.00
SUBTOTAL		$2,820.00	$6,720.00	$9,240.00	$10,920.00	$0.00	$630.00	$30,330.00
TOTAL HOURS		50	126	193	217	188	18	792
TOTAL COST - PHASE 2		$11,750.00	$26,460.00	$40,530.00	$42,315.00	$29,140.00	$1,890.00	$151,980.00

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Elise Fisher **PHONE (A/C, No, Ext):** 510-272-1435 **FAX (A/C, No):** **E-MAIL ADDRESS:** DesignProCerts@AssuredPartners.com
INSURED The KPA Group 6700 Koll Center Parkway Suite 125 Pleasanton CA 94566 KPAGROU-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Travelers Indemnity Company of Connecticut — 25682 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Casualty and Surety Co of America — 31194 INSURER D : HARTFORD INSURANCE COMPANY — 38288 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1100892867 **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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liab [ ] Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6806H537085	1/18/2024	1/18/2025	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 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2024	1/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WEGAD5P4T	7/1/2023	7/1/2024	[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			105404592	1/18/2024	1/18/2025	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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Certificate Of Completion

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Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/20/2024 12:01:56 PM Viewed: 2/20/2024 12:57:58 PM Signed: 2/20/2024 12:58:07 PM
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Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/20/2024 12:58:09 PM Viewed: 2/21/2024 12:45:07 PM Signed: 2/21/2024 12:45:11 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Paul Powers PaulP@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 50.222.63.106	Sent: 2/21/2024 12:45:13 PM Viewed: 2/21/2024 12:59:42 PM Signed: 2/21/2024 1:00:04 PM
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Signer Events	Signature	Timestamp
Accepted: 2/21/2024 12:59:42 PM ID: 07e3c0c8-76ad-41f8-b74e-be8cbdf61683		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/21/2024 1:00:06 PM Viewed: 2/21/2024 1:38:00 PM Signed: 2/21/2024 1:38:06 PM
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In Person Signer Events	Signature	Timestamp

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Intermediary Delivery Events	Status	Timestamp

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/20/2024 12:00:58 PM
Certified Delivered	Security Checked	2/21/2024 1:38:00 PM
Signing Complete	Security Checked	2/21/2024 1:38:06 PM
Completed	Security Checked	2/21/2024 1:38:06 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* Dept.: *Clerk of the Board* Date: 8/09/23

From: Melinda Rice Agreement with: KPA Group

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) **Is this a digital signature request?** Yes ☒ No ☐ *(If No, please provide two original copies signed by the vendor.)*

2) **Is this the standard County Agreement Form?** Yes ☒ No ☐ *If No, please answer the following question:*

a. **Has this non-standard agreement been vetted by County Counsel?** Yes ☐ No ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) **Is the Certificate of Insurance attached?** Yes ☒ No ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Paul Powers, President *(Name of person signing the agreement and their title)*
Vendor Email: paulp@thekpagroup.com *(Email of signee)*

For: KPA Group Task Order No. 2 *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*
Term: 2/21/23 to 6/30/27 *(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

Is this an Amendment to an Agreement? Yes ☐ No ☒
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ☒ No ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000** (MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☒ $32,850 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

DS MR

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 02-01-23

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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

TASK ORDER FOR SERVICES

KPA Group Task Order No. 2
Mariposa County Adult Detention Facility -
HVAC System Replacement

Date: August 9, 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-99) between Mariposa County ('County') and KPA Group ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary design reports for the replacement of the Mariposa County Adult Detention Facility - HVAC System Replacement. Work includes Phase 1 Tasks 1-3: (1) Project Management/Coordination, (2) Preliminary Investigation, (3) Basis of Design Report.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $32,850.

Funding Source 3487-102-70111
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
2E01D0C6E7564A5...
Dallin Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
CF95F258447648B...
KPA Group

APPROVED AS TO FORM:

DocuSigned by:
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK



THE KPA GROUP

ENGINEERS
ARCHITECTS

August 4, 2023

Matt Hespenheide, County Engineer
Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Subject: Mariposa County Adult Detention Facility - HVAC Replacement Investigation & Design Services

Dear Matt,

The purpose of this agreement is to establish a scope of services and fee for a replacement HVAC system at the existing Mariposa County Adult Detention Facility. The building was originally designed under 1991 building codes with state amendments and constructed in 1994. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The fully sprinklered building is approximately 15,045 SF and serves institutional and business occupancies consisting of detention and support areas, kitchen and laundry, and administrative spaces. A site walk of the facility and grounds was conducted by The KPA Group and led by Public Works and Detention Facility staff on June 29, 2023.

Project Understanding

The Adult Detention Facility was originally designed and constructed in 1994 utilizing an HVAC system with direct/indirect evaporative cooling roof-top air handling units (AHUs) and air conditioning units. In 2016 the original AHUs were replaced with new units. The current units are seven years old and facility staff have reported that the current equipment has been an ongoing maintenance issue from inception and fails to provide ample cooling for a 90-95 degree day. The facility staff indicated their desired indoor temperature for summer months is 72-74 degrees and for winter, 78 degrees.

For the past three years, the system has experienced condensation buildup and leakage which produces about 5 gallons of collected liquid every eight hours. To alleviate this issue, two interior makeshift gutters have been installed to collect the leaking water and help address safety concerns related to wet floors. In addition to ongoing leakage, the system contains inconsistent air distribution and flow issues. Additionally, permanently fixed maximum security and tamper-proof diffusers and registers contain heavy dust and lint build-up which is obstructing clean and appropriate air flow.

Currently, the system's control panel is located in the Central Control watch room and is suggested to remain there for operational convenience. Staff requests that abandoned controls in the facility be removed.

The County wishes to explore tentative options and costs in a preliminary phase (Phase 1), and expand the selected option into design documents as part of a second phase (Phase 2). As part of this project, the County also wishes to add siting of a new Conex container on the south yard area west of the service entry.

Scope of Services

This document provides a scope of services for design services for HVAC improvements at the Mariposa County Adult Detention Center.

Phase 1 – Preliminary Investigation

KPA will provide viable options for improvements to the existing HVAC system at the Adult Detention Center. This preliminary investigation phase will provide review of the existing HVAC system onsite with a mechanical engineer. A basis

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of design will be prepared to document project understanding and viable solutions. Scenarios for consideration will be outlined as part of the basis of design. Order of magnitude construction costs for scenarios will be provided. The selected option and outcomes from the preliminary investigation and basis of design will be advanced into design documents as appropriate.

The Phase 1 services scope of services is organized into the following elements:

- Project Management and Coordination
- Preliminary Investigation
- Basis of Design Report

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of the initial investigation phase will be documented.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements.

Preliminary Investigation

KPA will conduct a site visit for a closer investigation of the existing building and related systems. The site visit will allow the design team to verify and assess existing conditions, electrical system capacity and related building elements. A review of findings with the County will be arranged shortly after the visit to provide more information about the current state of the HVAC system.

Components of investigation will include:

- Current HVAC unit types
- Equipment unit inventory
- Review of as-build drawings
- Determine available electrical capacity
- Re-visit to assess individual locations of proposed new HVAC units and to determine necessary inclusions and additional requirements

Basis of Design Report

KPA will prepare a basis of design report outlining project understanding and direction. The report will compile items learned from the site investigation and contain cost information and an overview of viable solutions along with KPA recommendations. We will review the report with Mariposa County to assist in determination of the best solution to be advanced into design documents as part of Phase 2.

The Basis of Design Report will be organized as follows:

- Overview of Existing Conditions
- Photo Documentation
- HVAC Options
- Order of Magnitude Cost Estimates
- Engineer's Recommendations

<u>Phase 2 – Design Documents</u>

KPA will perform architectural and engineering services required for HVAC system replacement design at the existing detention facility based on the County's chosen design direction. Required changes to the building's electrical system for new HVAC components will be included in the design including for new feeders and disconnects to accommodate the HVAC equipment. Plumbing system design will incorporate required changes based on the new HVAC system. Structural

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engineering services will confirm and provide details to secure new HVAC units at proposed locations. KPA will prepare the required construction drawings for the new replacement HVAC system. The design will result in 100% Construction Documents for bidding purposes and construction period services to complete the project requirements.

The Phase 2 services scope of services is organized into the following elements:

- Project Management and Coordination
- Schematic Design
- Design Development
- Construction Documents
- State and County Review & Bid Support
- Construction Administration Services

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of this project will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements. KPA will coordinate and communicate with Mariposa County's project design team to align project goals with the design. We will manage the services of engineering sub-consultants and internally coordinate the design prior to County review.

Schematic Design

In this phase of design, KPA and sub-consulting engineers will review the current building code requirements related to the facility's occupancy and load. The team will document air distribution and areas of deficiency and begin MEP calculations for system capacity. Required changes, if any, to building mechanical or electrical systems will be outlined for inclusion in a conceptual diagram of updates. Any required change to the fire alarm system based on adjacent air flow capacity of units will be documented but are not anticipated. Replacement HVAC Schematic Design will be developed for the County that incorporates system requirements.

The Schematic Design phase will include:

- Evaluation of existing system and conditions
- Preparation of HVAC replacement concept
- Schematic-level cost estimate
- Preliminary code review
- CAD background development
- Meeting to refine HVAC replacement concept for additional inclusions or considerations for further development in Design Development phase

Design Development

The KPA Group will expand Schematic Design documents into Design Development documents illustrating further development of the design of the new HVAC system. Design Development will determine the final scope of the project and relationships among project components. Design Development documents will provide a clearly-defined design with a comprehensive scope, budget and schedule. Coordination with sub-consultants will continue, and drawings will be updated accordingly. We will meet with Mariposa County during this phase to provide project status updates and to further define project requirements. Code required changes will be implemented and the project schedule and cost estimate will be updated as the design progresses.

The Design Development phase will include:

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- Expanded building code review
- Further evaluation of existing conditions and updates to drawings
- Incorporation of alternate bid items, if any
- Update construction cost estimates
- Draft mechanical calculations
- Prepare outline specifications
- Incorporate review comments and obtain approval to proceed to the Construction Documents phase

Construction Documents

Design Development documents will be advanced into Construction Documents. Construction Documents will refine the extent, configuration, location, relationships and dimensional requirements of the work to be completed. Final changes will be made to equipment enclosure types, design details, electrical one-line diagrams and other components of the design. Specifications will be completed. We will meet with Mariposa County during this phase to discuss project design progress and bid requirements. A construction schedule will be established, and a construction cost estimate will be prepared. Final code-required changes will be implemented and drawings and specifications will be coordinated among the disciplines.

The Construction Documents phase will include:

- Incorporation of design development phase review comments and design revisions
- Complete documentation of building and MEP systems code review and analysis
- Complete technical specifications
- Complete construction drawings, schedules and details
- Finalize construction cost estimate
- Finalize engineering calculations
- Finalize Mechanical Energy Compliance Forms (Title 24 requirements)
- Review 95% Construction Documents with Mariposa County
- Incorporate final County comments and submit 100% Construction Documents

State and County Review & Bid Support

Following completion of Contract documents, KPA will submit to the Board of State and Community Correction for review. Additionally, we will submit to the County for parallel review. KPA will assist the County during the bidding period and respond to RFIs and issue Addendum as required. KPA will assist Mariposa County with bidding services related to HVAC system improvements. We will respond to questions from potential bidders and issue documentation related to clarifications if required.

Construction Administration Services

KPA will perform Construction Administration services related to the redesign of the HVAC system for the Mariposa County Detention Facility. During construction, KPA will attend progress meetings on a twice monthly basis due to the fast-track nature of this project.

Construction Administration services will include:

- Maintain project logs
- Provide consultation and advice
- Confirm specifications for required items
- Notify the County and the Contractor of any failure in HVAC system or supports work or materials to conform to the requirements of the Contract, Plans or Specifications
- Visits to the detention facility to observe work progress and to prepare final punchlist; up to two site visits
- Response to RFIs and review of Submittals, further described below

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KPA will review and respond to any RFIs related to the HVAC improvement design. We will issue necessary interpretations and clarifications including replies to other information requests. We will assist Mariposa County with supplemental instructions related to maintenance requirements and warranty information for individual units. KPA will review and respond to related shop drawings submittals. We will review and approve shop drawings and submittals for conformance to the design. We will review required system testing and balancing.

Construction phase deliverables may include necessary notices, communications, interpretations and clarifications, as required. KPA will perform a final punch list related to the new HVAC system.

Deliverables

Basis of Design (Phase 1) – Basis of Design Report outlining viable improvement options and associated order of magnitude construction costs along with engineer's recommendations.

Design Development (Phase 2) – Design Development-level plans showing HVAC replacement design, HVAC equipment schedules, locations and general service areas. An updated project schedule and cost estimate will be presented along with a draft set of specifications.

Construction Documents (Phase 2) – Final plans showing HVAC replacement design, HVAC equipment schedules, architectural inclusions, structural details, electrical drawings and final locations of HVAC units. Final specifications will be provided.

Design Schedule

KPA will complete the design of the replacement HVAC system within 120 days of Notice to Proceed.

Owner Responsibilities

- Provide access to the existing facility
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group the amount of thirty two thousand eight hundred fifty dollars as architectural and engineering fees for Phase 1. For Phase 2, the County will pay The KPA Group an estimated one hundred forty-three thousand seven hundred ten dollars ($143,710.00) as architectural and engineering fees for design work for the Adult Detention Facility HVAC Replacement Design. Total compensation for both phases is outlined below.

Phase 1.....$32,850.00
Phase 2..... $143,710.00
Total Compensation.....$176,560.00

*Note: Phase 2 design fee proposed is based on moderate design solution and ability to re-use portions of the existing HVAC system.

Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work for each proposed project phase.

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Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on County contracting desires.

Respectfully submitted,
The KPA Group

Paul W. Powers, AIA, NCARB
President

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EXHIBIT B
COST PROPOSAL

COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Phase 1 - Preliminary Investigation

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGNIEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$230.00	$205.00	$205.00	$190.00	$155.00	$100.00	
Project Management and Coordination								
1	Project meetings - recurring	1	2	4	4			$2,220.00
2	Team coordination	2	1	4	4			$2,245.00
3	Quality control	1		2	1			$830.00
SUBTOTAL		**$920.00**	**$615.00**	**$2,050.00**	**$1,710.00**	**$0.00**	**$0.00**	**$5,295.00**
Preliminary Investigation								
1	Site visit and verifications	1	8	8	8			$5,030.00
2	Review as-builds and County documents		2	2				$820.00
3	Evaluate existing conditions	1	2	2	2			$1,430.00
4	Analyze air distribution	1	2	4	2			$1,840.00
5	Revisit / refine preferred system design	1	8	8		8		$4,750.00
SUBTOTAL		**$920.00**	**$4,510.00**	**$4,920.00**	**$2,280.00**	**$1,240.00**	**$0.00**	**$13,870.00**
Basis of Design Report								
1	Documentation of field information		2	8	4			$2,810.00
2	Preliminary code review		2	4	2			$1,610.00
3	Development of HVAC options	1		12	4			$3,450.00
4	Order of magnitude cost estimates		2	4	2			$1,610.00
5	Compile report		2	4	8		4	$3,150.00
6	Review with Mariposa County	1		1		4		$1,055.00
SUBTOTAL		**$460.00**	**$1,640.00**	**$6,765.00**	**$3,800.00**	**$620.00**	**$400.00**	**$13,685.00**
TOTAL HOURS		**10**	**33**	**67**	**41**	**12**	**4**	**167**
TOTAL COST - PHASE 1		**$2,300.00**	**$6,765.00**	**$13,735.00**	**$7,790.00**	**$1,860.00**	**$400.00**	**$32,850.00**

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COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Phase 2 - Design Documents (Moderate Design Solution)

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGNIEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$230.00	$205.00	$205.00	$190.00	$155.00	$100.00	
Project Management and Coordination								
1	Project meetings - recurring	4	4	4	4		2	$3,520.00
2	Team coordination	8	4	4	4	4		$4,860.00
3	Quality control	4	8	4	4			$4,140.00
SUBTOTAL		**$3,680.00**	**$3,280.00**	**$2,460.00**	**$2,280.00**	**$620.00**	**$200.00**	**$12,520.00**
Schematic Design								
1	Concept options / Basis of Design		2	8	8			$3,570.00
2	Preliminary code review	1	4	8				$2,690.00
3	SD-level cost estimate	1	2	2	4			$1,810.00
4	Schematic Design drawings	1	8	16	8	24		$10,390.00
5	Incorporate review comments			1		4		$825.00
SUBTOTAL		**$690.00**	**$3,280.00**	**$7,175.00**	**$3,800.00**	**$4,340.00**	**$0.00**	**$19,285.00**
Design Development								
1	Expand code review	1	4	4	2		1	$2,350.00
2	Load Calculations			8				$1,640.00
3	DD-level cost estimate	1	4	8	8			$4,210.00
4	Design Development drawings	2	12	16	24	42		$17,270.00
5	Outline specifications	1	2	6	4		2	$2,830.00
6	Incorporate review comments	1	2	2	2	8		$2,670.00
SUBTOTAL		**$1,380.00**	**$4,920.00**	**$9,020.00**	**$7,600.00**	**$7,750.00**	**$300.00**	**$30,970.00**
Construction Documents								
1	Complete code review	1	4	4	2			$2,250.00
2	Complete technical specifications	1	4	8	12	2	2	$5,480.00
3	Final cost estimate	1	2	4	8			$2,980.00
4	Prepare 95% Construction Documents	1	8	12	24	56		$17,570.00
5	Incorporate review comments	1	2	2	2	8		$2,670.00
6	Prepare final Construction Documents	2	4	8	12	16		$7,680.00
SUBTOTAL		**$1,610.00**	**$4,920.00**	**$7,790.00**	**$11,400.00**	**$12,710.00**	**$200.00**	**$38,630.00**
State and County Review & Bid Support								
1	Submit to State/County	1	2		4			$1,400.00
2	Plan Check response (2 rounds)	2	8	8	8	16	1	$7,840.00
3	Compile bid documents	1	2	1	1	8	2	$2,375.00
4	Bidding support		2	2	1		1	$1,110.00
SUBTOTAL		**$920.00**	**$2,870.00**	**$2,255.00**	**$2,660.00**	**$3,720.00**	**$400.00**	**$12,725.00**
Construction Administration & Closeout								
1	General construction administration	2	4	4	8		2	$3,820.00
2	RFI responses	4	2	8	12			$5,250.00
3	Shop drawing review	4	2	8	12			$5,250.00
4	Work progress visit (assume 1 visit)		8	8	8			$4,800.00
5	Construction progress meetings	2	8	8	8		2	$5,460.00
6	Punchlist		8	8	8		2	$5,000.00
SUBTOTAL		**$2,760.00**	**$6,560.00**	**$9,020.00**	**$10,640.00**	**$0.00**	**$600.00**	**$29,580.00**
TOTAL HOURS		**48**	**126**	**184**	**202**	**188**	**17**	**765**
TOTAL COST - PHASE 2		**$11,040.00**	**$25,830.00**	**$37,720.00**	**$38,380.00**	**$29,140.00**	**$1,700.00**	**$143,710.00**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549
License#: 6003745

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510-272-1400 FAX (A/C, No):
E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : HARTFORD INSURANCE COMPANY	38288
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566
KPAGROU-01

COVERAGES CERTIFICATE NUMBER: 2111266901 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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806H537085	1/18/2023	1/18/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BA3R760350	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	57WEGAD5P4T	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			105404592	1/18/2023	1/18/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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DocuSign

Certificate Of Completion

Envelope Id: 3CEE378072ED432FA579DCDEB8D3C365
Status: Completed
Subject: Complete with DocuSign: PW - KPA Task Order #2 8-9-23.pdf
Source Envelope:
Document Pages: 11
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
8/9/2023 2:52:44 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/9/2023 2:55:34 PM Viewed: 8/9/2023 3:10:01 PM Signed: 8/9/2023 3:10:08 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Dallin Kimble dkimble@mariposacounty.org CAO County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 8/9/2023 3:10:09 PM Viewed: 8/10/2023 1:18:34 PM Signed: 8/10/2023 1:18:57 PM
Electronic Record and Signature Disclosure: Accepted: 8/10/2023 1:18:34 PM ID: 8b3ad845-72d9-4f41-81ef-3383bca32a24		
Paul Powers Paulp@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 73.92.31.111	Sent: 8/10/2023 1:18:59 PM Viewed: 8/10/2023 2:36:49 PM Signed: 8/10/2023 2:36:59 PM
Electronic Record and Signature Disclosure: Accepted: 8/10/2023 2:36:49 PM ID: 96c3cf46-dacf-4295-a995-1cdb630a53a0		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	DS MR Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/10/2023 2:37:01 PM Viewed: 8/14/2023 7:30:10 AM Signed: 8/14/2023 7:33:01 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/30/2022 10:48:53 AM ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2023 2:55:34 PM
Certified Delivered	Security Checked	8/14/2023 7:30:10 AM
Signing Complete	Security Checked	8/14/2023 7:33:01 AM
Completed	Security Checked	8/14/2023 7:33:01 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

UNITED BROTHERHOOD
CARPENTERS AND JOINERS OF AMERICA Local Union No. 152

MARTINEZ OFFICE
3780 Alhambra Avenue
Mailing Address
P.O. Box 4040
Martinez, CA 94553
Phone (925) 228-1858
Fax (925) 229-4382

MANTECA OFFICE
1421 Moffat Boulevard
Manteca, CA 95336
Phone (209) 239-3232
Fax (209) 239-5128

Via email

June 30, 2025

Mariposa County Board of Supervisors
5100 Bouillon St
P.O. Box 784
Mariposa, CA 95338

Re: County of Mariposa Adult Detention Facility HVAC Replacement Project – Status Request Review Regarding Bobo Construction, Inc.

On behalf of members of Carpenters Local 152 (herein "Local 152"), which represents working men and women in Mariposa County, please accept this request for review of Bobo Construction, Inc. ("Bobo Construction) as a responsible bidder for the County of Mariposa Adult Detention Facility HVAC Replacement Project ("Project").

In addition to our other duties as a labor organization, Local 152 monitors local construction projects to help ensure that state competitive bidding laws are followed and that taxpayers get the best value for their tax dollars. Proper enforcement of these laws results in more responsible contractors bidding and performing construction jobs, reduces instances of health and safety problems, promotes the timely

completion of the contracted work, and helps to ensure the final product is of the highest quality and value for the taxpayer dollar. [1]

The purpose of this request is to provide the Mariposa County Board of Supervisors and Public Works Department (collectively, "County") with information regarding Bobo Construction's questionable project completion history, litigation history, and frequent regulatory and labor law violations, all of which raise doubts about their eligibility to be awarded this Project under state law. In addition to their fitness for this project, we also hope for this information to serve as the basis for a broader inquiry into their status as a prequalified contractor with the County.

Local 152 urges the County to review the facts in this request, and using this information acknowledge that Bobo Construction is not a responsible bidder pursuant to state law and therefore should not be a recipient of taxpayer dollars on this or any other public works projects put forward by the County of Mariposa.

DISCUSSION

The California Public Contract Code requires a public agency to award its public works contracts to the lowest responsive and *responsible* bidder.[2] A "responsible bidder" is "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."[3]

For the reasons explained below, Local 152 urges the County to conclude that Bobo Construction is not a responsible bidder, and therefore not eligible to be awarded the Project or any other public works project governed by the Public Contract Code.

Bobo Construction Inc. Regularly Completes Public Works Projects Well Past Their Estimated Completion Dates

An analysis of the California Department of Industrial Relations ("DIR") database of public works projects and Certified Payroll Records finds that, over the past 5 years Bobo Construction has delivered projects significantly late, with work continuing **12 months to more than 16 months past the estimated completion dates**. The following are a couple of recent examples, which suggest that Bobo Construction lacks the fitness and capacity to satisfactorily perform a public works contract:

Lake Tahoe Community College Remodel for Efficiency [DIR Project ID: 374960]

This project began work in November 2020, with an estimated completion date of March 2023. **Significant portions of work on this project continued through the end of 2023,** with additional work continuing into June 2024. This project also saw Bobo Construction come into conflict with multiple of its subcontractors,

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[1] *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 173; *see also M & B Const. v. Yuba County Water Agency* (1999) 68 Cal.App.4th 1353, 1360

[2] Pub. Contract Code, § 20162.

[3] Pub. Contract Code, § 1103.

with Stop Payment Notice and Bond Claims filed by two electrical subcontractors for $95,000 and $281,000 in unpaid services [Attachments A, B, C].

On the Lake Tahoe Community College project, Bobo Construction also filed change orders adding over $1,800,000 to the final project cost, a roughly **13% increase** to their estimated budget [Attachment D].

Butte County Fire Station [DIR Project ID: 231717]

This project began in April 2018, with an estimated completion date of September 2019. **Certified payroll records indicate that Bobo Construction continued regular work on this project into February 2021,** with additional work being completed as late as April 2021.

Recent Litigation Against Bobo Construction

Local 152's search has been limited and does not include arbitrations. Nonetheless, lawsuits have been filed against Bobo Construction at least five times in the last five years, concerning work, services, or the breach of contract, most often involving their failure to pay subcontractors for services rendered.

(i) **Bohme, LLC. vs. Bobo Construction, Inc.**

In June 2024 a civil lawsuit was filed against Bobo Construction by Bohme LLC, a Utah-based clothing designer and boutique. This case is currently filed in Orange County Superior Court (Case 2024-01404984), where Bohme had contracted with Bobo Construction for a tenant improvement /retail build out project valued at $932,000. [Attachment E]

The complaint alleges that Bobo Construction performed defective and incomplete work on the doors, frames, glazing, tile, ceiling, and other sections of the store. The delays and need to re-perform work caused the project to extend beyond the 180 days specified in the contract, which the plaintiff says caused them to lose profits by delaying the opening of their store. The plaintiff has requested damages, reimbursement, and attorneys' fees, and the case is ongoing at this time.

(ii) Accelerated Construction & Metal, LLC vs. Bobo Construction, Inc.

In October 2022 a civil lawsuit was filed against Bobo Construction by Accelerated Construction & Metal, LLC for breach of contract. This case was filed in Sacramento County Superior Court (Case 34-2022-00328755). The complaint alleges that Bobo Construction failed to pay Accelerated over $13,000 for services they performed as a subcontractor on a project in Grass Valley, CA, and sought at least $13,331 in damages, not including the maximum applicable fees and interest on this amount. [Attachment F]

In July 2024 - more than a year after the complaint was filed - this case was dismissed with prejudice, after the parties reached a settlement.

(iii) **Urata & Sons Concrete, LLC vs. Bobo Construction, Inc.**

In February 2021 a civil lawsuit was filed against Bobo Construction by Urata & Sons Concrete LLC for breach of contract. The suit was filed in Sacramento County Superior Court (Case 34-2021-00294023). The complaint alleges that Bobo Construction failed to pay Urata $187,954.75 out of $2,889,045.00 contract for concrete services on Butte County Fire Station project in Oroville. [Attachment G]

The suit also alleged that despite Urata providing Bobo Construction with a construction schedule to which they mutually agreed, Bobo Construction's actions *"caused URATA to incur delay and other impact damages for the extended duration of its work."* They allege that while Bobo Construction paid a minor portion of those additional costs, a further $510,723.00 in compensation is still owed for those issues. This together made the amount demanded $698,677, excluding interest and attorney's fees if applicable.

(iv) **A & A Ready Mixed Concrete, Inc. vs Bobo Construction, Inc. et al**

In July 2020 a civil lawsuit was filed against Bobo Construction by A & A Ready Mixed Concrete. The complaint was filed in Butte County Superior Court (Case 20CV01307), and alleged that Bobo Construction failed to pay the plaintiff $25,000 for concrete work performed at a project in 2019 and 2020. [Attachment H]

(v) **Monty R Stanley vs. Bobo Construction Inc.**

In September 2013 a civil lawsuit was filed by Monty R Stanley, a subcontractor Bobo Construction had hired to perform demolition work on a project in Elk Grove and was fired from the project by Bobo Construction after disputes about delays and completed work. The suit was originally filed in US District Court for Eastern Sacramento (Case 2:14-cv-00035-JAM-EFB). In March 2016 Bobo Construction agreed to settle the case for $233,000, at which point the case was dismissed (settlement agreement and dismissal attached). [Attachment I]

Each of these complaints, individually, call in to question Bobo Construction's trustworthiness and fitness, and therefore responsibility as a contractor and bidder for public funds. Altogether, the litigation history established here suggests a pattern that should preclude Bobo Construction from receiving an award on the County of Mariposa Adult Detention Facility HVAC Replacement Project.

Recent Safety and Labor Violations Committed by Bobo Construction

In addition to its adverse litigation with subcontractors and awarding bodies, Local 152 is aware of multiple instances in recent years where Bobo Construction was charged with violating California wage and hour law, OSHA safety standards, and the federal National Labor Relations Act.

Department of Industrial Relations

Local 152 obtained information regarding three Civil Wage and Penalty Assessments ("CWPA") against Bobo Construction's subcontractors, for which Bobo Construction Inc. was jointly and severally liable, as determined by the Department of Industrial Relations, Division of Labor Standards Enforcement.

(i) Department of Industrial Relations – Division of Labor Standards Enforcement vs. Bobo Construction, Inc. et al

In August 2024, the CA Department of Industrial Relations Division of Labor Standards Enforcement (DLSE) DLSE determined a CWPA in Sacramento County Superior Court (Case 24CV015734) against Bobo Construction Inc and co-defendant Calidad Plumbing Inc. The civil suit demanded $12,000 in penalties for failing to pay prevailing wages and proper apprentice wage rates, in violation of Labor Code Section 1777.5. and was judged in favor of the plaintiffs. [Attachment J]

(ii) Division of Labor Standards Enforcement vs Bobo Construction Inc. et al

In November 2021, the CA Department of Industrial Relations DLSE filed a Civil Wage and Penalty Assessment (CWPA) against Bobo Construction and sub-contractor Ronald Owen Sherwood dba Sunset Painting for violations that occurred on a project in San Joaquin County (STK-CV-LEJ-2021-0012045). [Attachment K]

Bobo Construction was found to have violated Labor Codes Section 1775 and 1813, pertaining to the payment of prevailing wages and overtime pay. **The combined wages and penalties due from Bobo Construction totaled $14,331.03**, including $3,691.23 in wages; $4,105.00 pursuant to Labor Codes Section 1775 and 1813; $1,520 pursuant to Labor Code Section 1777.7; $3,961.23 for Liquidated Damages; $953.57 for interest; and $370.00 for filing fees. In March 2022, the judgement was vacated, after the parties reached a settlement.

(iii) Division of Labor Standards Enforcement vs Bobo Construction Inc. et al

In April 2013, the DLSE obtained a settlement from Bobo Construction Inc. in a Civil Wage and Penalty Assessment for **$225,000 in wages and penalties**. The CWPA was filed because Joseph Brothers, Inc, a San Leandro-based subcontractor Bobo hired, failed to pay prevailing wages to workers on a project in Contra Costa County, and Bobo was jointly liable. [Attachment L]

Bobo Construction, Inc., as a general or prime contractor, is responsible for ensuring all workers - theirs and those of their subcontractors - are paid prevailing wages. As then DIR Director John C. Duncan stated in 2010, "Prime contractors cannot plead ignorance when their subcontractors fail to follow California's labor law. . . . These requirements are designed to ensure that public money is being spent properly."[4]

National Labor Relations Board Cases

Bobo Construction Inc. has been named in 6 NLRB cases brought in California, and 2 in Ohio. Of the 6 CA cases, all named unfair labor practices included denial of access, coercive actions, and bargaining in bad faith. The most recent cases, all in 2010, involve Bobo Construction Inc. employees enforcing unlawful restrictions on union representatives attempting to access job sites.

(i) Case #32-CA-025431 | October 28, 2010
(ii) Case #32-CA-025014 | March 22, 2010
(iii) Case #20-CA-034932 | February 26, 2010
(iv) Case #32-CA-025082 | February 26, 2010
(v) Case #20-CA-033269 | January 29, 2007
(vi) Case #20-CC-003435 | June 20, 2005

OSHA

(i) In 2021, Bobo was cited for one "Other" safety violation at a project in Oroville in Butte County. This violation was concerning a safety law concerning not sitting or climbing on the guardrails of an elevated work platform. This citation carried a penalty of $675.

(ii) In 2019, Bobo was cited for one "Other" safety violation at a project in Oroville in Butte County. This violation was concerning a safety law concerning not sitting or climbing on the guardrails of an elevated work platform. This citation carried a penalty of $650.

(iii) In 2018, Bobo Construction was cited for one "Serious" and one "Other" safety violations at a project in Oroville. OSHA's definition of a Serious violation is "when the workplace hazard could cause an accident or illness that would most likely result in death or serious physical harm." The Serious violation was concerning improper cave-in safety measures. The combined initial penalty for this violation was $5,225, contested to a final penalty of $3,075.

The violations outlined above further indicate Bobo Construction's inability to act as a "responsible" contractor, and their lack of fitness to receive public funds awarded by this body. A history of repeated violations of state and federal law, resulting in hundreds of thousands of dollars in back-wages and penalties, should not be rewarded with new contracts.

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[4] Department of Industrial Relations, Press Release, "CA Labor Commissioner Issues $1.5 Million in Penalties to Davis Contractor," 06/10/2010, https://www.prnewswire.com/news-releases/ca-labor-commissioner-issues-15-million-in-penalties-to-davis-contractor-96074769.html, Accessed 01/08/2025.

CONCLUSION

Given Bobo Construction's project completion history, litigation history, and concerning history of violation labor law and safety regulations, Local 152 respectfully urges you to question whether Bobo Construction should be considered as a responsible bidder for such an important project. Additionally, Bobo Construction's record of DIR Civil Wage and Penalty Assessments, which resulted in thousands of dollars in penalties and back pay, raise concerns about their prequalification status on all future County of Mariposa projects.

Local 152 would appreciate notification of what steps you will take in this matter, and we look forward to your response.

Thank you for your time and consideration regarding this very important matter.

Sincerely,

Thomas Roehrick
Field Representative
Carpenters Local 152

Attachment B

STOP PAYMENT NOTICE
CALIFORNIA PUBLIC WORK

TO: Lake Tahoe Community College District - Attn: Ami Chilton
1 College Dr., South Lake Tahoe, CA 96150
(Address)

PROJECT: LTCC Remodel for Efficiency & Science Modernization, 1 College Dr., South Lake Tahoe, CA
(Name and Location of Project and Project Number)

Claimant: Consolidated Networks Corp.
(Name and Address)

has furnished labor, materials, services and/or equipment described generally as:
installation of data cabling, AV Systems, Card Access, Video Surveillince, Sound Masking, fiber optic cabling, and related work
(Description of type of work or material)

for the benefit of/at the request of:
JTE Electrical Inc.
(Name of person to or for whom same was furnished)

for the public work of improvement described as the Project above.

The value of the whole agreed to be done or furnished by claimant is: $ 1,445,482.21 . The value of that already done or furnished is: $ 1,359,145.69 . Claimant has been paid or credited with the sum of: $ 1,263,932.15 , and there remains due and unpaid the sum of: $ 95,213.54 , plus interest at the rate of 5% per year from the date of: 7/15/23.

(hold 125%)

Pursuant to Civil Code Section 9358, it is your duty upon receipt of this Stop Payment Notice to withhold from the original contractor, or from any person acting under his authority, money or bonds (where bonds are to be issued in payment for the work of improvement) due or to become due to such contractor in an amount sufficient to answer the claim in this Stop Payment Notice and to provide for the reasonable cost of any litigation thereunder.

Dated: January 10 , 2024

CONSOLIDATED NETWORKS CORP.
(Name of Claimant)

By BZe
BRIAN BAESLER, Dir. Of Operations

VERIFICATION

I, the undersigned declare:

I am the Director of Operations of Consolidated Networks Corp. , the claimant named in the foregoing Stop Payment Notice. I am authorized to make this verification on behalf of the claimant. I have read the foregoing Stop Payment Notice and know the contents thereof, and the same is true of my own knowledge. Executed at Berkeley, California on January 10 , 2024. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BZe
BRIAN BAESLER

NOTICE TO DISTRICT: If the claimant pays ten dollars ($10.00) to the public entity at the time of filing the Stop Payment Notice, the public entity must give notice of completion, cessation of labor deemed to be completion, or acceptance of completion, of the public work.

NOTICE TO BONDING COMPANY

(Public Work)

TO: (Owner) Lake Tahoe Community College District
(Address) 1 College Dr., South Lake Tahoe, CA 96150

TO: (Prime Contractor): Bobo Construction, Inc.
(Address): 9722 Kent St., Elk Grove, CA 95624

TO: (Bonding Company): Fidelity and Deposit Company of Maryland
(Address): c/o Zurich North America, 1299 Zurich Way, Schaumburg, IL 60196-5870

PAYMENT BOND NUMBER: 9386602

NOTICE IS HEREBY GIVEN AS FOLLOWS:

(1) That a general description with substantial accuracy of the labor, services, equipment, or materials furnished or to be furnished is: installation of data cabling, AV Systems, Card Access, Video Surveillince, Sound Masking, fiber optic cabling, and related work

(2) That the name of the person and his/their address, who contracted for the purchase and/or to whom the above labor, service, equipment, or materials are/will be furnished is: JTE Electrical, Inc.,, 1101 National Dr., Suite D, Sacramento, CA 95624

(3) That the general description and location of the job is: Lake Tahoe Community College Remodel for Efficiency & Science Modernization, , 1 College Dr., South Lake Tahoe, CA 96150

(4) That the name and address of the party furnishing the aforementioned labor, services, equipment or materials is: Consolidated Networks Corp., 1031 Aldridge Rd., Suite E, Vacaville, CA 95688

(5) Amount claimed or estimated total price: $ 95,213.54

Dated: January 9, 2024

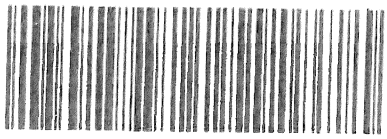
CONSOLIDATED NETWORKS CORP.

By Cathleen M. Curl

CATHLEEN M. CURL, Attorney for Claimant
Law Office of Cathleen M. Curl
700 El Camino Real, Suite 200
Millbrae, CA 94030
Tel. 650-871-5955
E-mail: ccurl@ccurllaw.com

Attachment C

Levelset mailing center
9450 SW Gemini Dr #7790
Beaverton, OR 97008-7105



9314 8699 0430 0116 2425 34

RETURN RECEIPT (ELECTRONIC)



Total Postage: $7.18

LAKE TAHOE COMMUNITY COLLEGE DISTRICT
1 COLLEGE DR
SOUTH LAKE TAHOE, CA 96150-4500

Reference Number: 21061516

Filing Requested by Outsource LLC
Please Return To Outsource LLC:
c/o Mail Center
9450 SW Gemini Dr #7790 , Beaverton, Oregon 97008-7105 SPACE ABOVE FOR PUBLIC ENTITY USE

STOP PAYMENT NOTICE AND BOND CLAIM

Legal Notice to Withhold Construction Funds
Public Works - California Civil Code Sections 9350 et seq.

Reference: YPLV6LDBY9Y5

NOTICE TO:

PUBLIC ENTITY
Lake Tahoe Community College
1 College Way
South Lake Tahoe, California 96150
Lake Tahoe Community College District
1 College Way
South Lake Tahoe, California 96150

DIRECT CONTRACTOR
Bobo Construction, Inc.
9722 Kent St
Elk Grove, California 95624

SURETY
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, Illinois 60196

NOTICE FROM: CLAIMANT
Outsource LLC
711-A Campus Square West
El Segundo, California 90245
(713) 481-1619

YOU ARE HEREBY NOTIFIED THAT the **CLAIMANT** has furnished labor, services, equipment and/or materials, of the following general description (**SERVICES**):

Electrical Systems Install Labor

These **SERVICES** have been contracted for by:

JTE Electrical, Inc.
1101 National Dr Ste D
Sacramento, California 95834

IMPORTANT INFORMATION ON FOLLOWING PAGE

These **SERVICES** were furnished for a work of improvement located at, and described as follows: (Identify Address where project located)

1 College Drive
South Lake Tahoe, California 96150
Project Number (if known): DIR # 374960
Project Name (if known): South Lake Tahoe Community College

Accounting of Amount Due:

Total Value of **SERVICES** agreed to be furnished (May be Estimated): $281,711.65

Value of **SERVICES** Furnished to date: $281,711.65

Amount Paid to Claimant: $67,264.19

Due, Owing and Unpaid over and above all payments and offsets
(Amount Due for Work Provided through date of this Notice): **$214,447.46**

You are hereby required to set aside sufficient funds to satisfy this claim with interest, court costs, and reasonable costs of litigation, as provided by law. You are also notified that claimant claims an equitable lien against any construction fund for this project which are in your hands.

Further, the **CLAIMANT** is protected by the Direct Contractor's Bond on this project, and will look to the Bond to satisfy any amounts unpaid pursuant to California Civil Code § 9550-9566.

A check in the amount of $10.00 has been included with this Stop Payment Notice. This check is sent pursuant to California Civil Code § 9362, which requires you to provide certain notice to the **CLAIMANT** no later than 10 days after the filing of a notice of completion or after the cessation of labor has been deemed a completion of the public work or after the acceptance of completion, whichever is later.

VERIFICATION

I, the undersigned, as a disclosed and authorized agent of the Claimant, state that I have read the foregoing Stop Payment Notice, that I have been provided information regarding the facts and contents therein, and that based thereupon, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed:



Claimant, by authorized limited agent
Print Name: Caroline Fortino
Date: January 18, 2024

Affidavit of Delivery

Delivery on behalf of: Outsource LLC
Re: 1 College Drive, South Lake Tahoe, California 96150
Item Delivered: Public Stop Notice & Claim on Bond

I, Caroline Fortino, declare that on January 18, 2024, I delivered copies of above-referenced item to the following parties, and through the following methods:

Property Owner / Public Entity, Lake Tahoe Community College District
1 College Way
South Lake Tahoe, California 96150
By: US Certified with Return Receipt, **No.** 9314 8699 0430 0116 2425 34 **at** January 18, 2024

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Electronically signed by **[Caroline Fortino]** on January 18, 2024

Signed by: Caroline Fortino

Attachment D

Number	Title	Status	Amount
322	Credit for Countertop at Ambassador's Desk	Approved	-4135.82
321	Credit for Window Trim Surrounds	Approved	-4974.7
320	Credit for PCO 207 Relocating Card Reader at D108G per RFI 487.	Approved	-1563.81
319.1	Sliding Doors New Panels and Lock	Approved	2546.25
317	Credit for Staining Trim at One-Stop	Approved	-1892.99
316	DI/PW Water Connections To D103A	Approved	11956.21
315.1	Generator Neutral Wire	Approved	6730.51
314	U Shaped Legs at Customer Side	Approved	947.07
311	Additional Power Source to Drinking Fountain - Suppl. to PCO 290	Approved	690.76
307.1	Added Receptacle for HRU-2 per RFI 792	Approved	663.62
304.1	Add DD Receptacle and Update Panel Schedule for IDF Cabinet per RFI 793	Approved	518.78
303	Relocate A104 Lobby Camera per RFI 788	Approved	1420.77
302	Exit Signs at One-Stop	Approved	2009.78
300.2	Installation of Exhaust Vent for Vacuum Pump per RFI 749.2 (incl credit)	Approved	7128.25
299	Credit for Asphalt Patch at Front Traffic Circle	Approved	-1179.81
297	Reframe Shelf at RRs per RFI 779	Approved	1262.48
295	Relocate CU Power per RFI 758.1	Approved	995.58
293	COMMUNITY COLLEGE Sign Powdercoated Background per RFI 760	Approved	6736.3
292	Panel L1A Recircuit Solution	Approved	6382.64
291	Ceiling Insulation at One-Stop per ASI 025	Approved	3775.38
290	Power to Drinking Fountain per RFI 729	Approved	773.25
289.1	Modification of F22 Fixtures in Restrooms	Approved	762.92
288	Dedicated Circuits for Laboratory Hoods per RFI 521	Approved	4464.25
286	CE #178 - ASI 006 Added Opening E105C	Approved	4762.17
285	Underground Gas Piping to (N) Generator Location (incl credit)	Approved	2615.23
284	Foundry Exhaust Ducting per RFI 743.2	Approved	17556.99
283	Credit for not installing accordion door at Anatomage area	Approved	-565.88
282	Power for IWH in A200HD.	Approved	1338.42
281	Delta for Additional Disconnects for HRUs per RFI 17.1	Approved	25228.71
280	Two 24x30 Access Panels at E Wing Corridor per RFI 253.1	Approved	3318.14
278	CU4 Relocation North of One Stop	Approved	3985.73
277	Refeed E 2x2 Lights at One-Stop per RFI 619	Approved	450.76

276	Foundry Exterior Lights Conflicting with WEF Vents, per RFI 581	Approved	1100.02
275.2	Electrical at Snow Shed Piers per RFI 423.1	Approved	16900.08
274	Panic Hardware for Existing Doors per RFI 653	Approved	27787.73
273.1	Seatwall Receptacles Conduit per RFI 433	Approved	10537.35
272.3	Additional 2" Inch Fiber Conduit in Hydronic Trenching, per RFI 424	Approved	15175.32
267	Stain and Clear-Coat Markerboard Top Rails per RFI 646	Approved	1693.62
266	Painting - Finishes updates per ASI 022	Approved	1628.93
265	Painting - Added accents per ASI 021.	Approved	1331.99
264	Install 2" Angle at Gypboard Ceiling Perimeter per RFI 642	Approved	3584.3
263.1	Condensate Drains & Floor Sink in A228U per RFI 658 (Incl. Credit)	Approved	509.46
262	Remove Installed RF5 and Install RF6 In Corridor Adjacent to A232 per ASI 022.	Approved	4079.78
261	Demo and Relocate New Sewer LIne for ADA per RFI 650.1	Approved	2510.92
260	Adding and Ceiling Mounting Speakers in D103, D107 and D108 per RFI 639	Approved	5886.73
259	Light Fixture in Storage Room D102RR per RFI 626	Approved	1892.66
258	Disconnect for Vacuum Pump in D112U per RFIs 596 and 663	Approved	2988.45
257.1	Demo & Install New Hydronic Lines in D103 Biology per RFI 664	Approved	9850.67
256	Add Missing Acid Waste Piping in Physical Sciences per RFI 613	Approved	11024.43
254.1	Added Cast Iron Piping for Venting per RFI 649	Approved	10456.31
253	Concrete in Lieu of AC at Area 8	Approved	11686.71
252.1	Mech Room 103C FC-D3 Clearances per RFI 562.1	Approved	5421.72
251	Framing and drywall changes per ASi 005.	Approved	8892.83
249	Alternate Route Venting FS-1 in D103D per RFI 611.1	Approved	1104
248	Modifications to Routing FS-1 Piping and Cleanout per RFI 609.1	Approved	1663.56
247	Credit for Canceled PCO 040 Replace (E) 6" Kennedy OS & Y Valve that is leaking	Approved	-3917.49
246.2	ASI 022 Changes to Anatomage Table Area	Approved	6894.67
245	Piping Two Faucets at All-Gender RR per RFI 617	Approved	2188.89
244	Relocate AV Cabinet in A218.	Approved	5818.51
243.1	Replace F103 Projector Screen	Approved	3233.28

242.1	Missing Power for Exhaust Fans per RFI 605	Approved	8030.23
240.1	Extension Rings for Clocks per RFI 577	Approved	2765.83
239.1	Dedicated Circuit for Wattstopper per RFI 598.	Approved	1276.23
238	Relocate Speakers, Light and Projector Screen Switches on D103 W Wall per RFI 570.	Approved	3926.64
237.1	Power and Data for D107 Projector per RFI 593.	Approved	2717.47
235	Venting FS-1 in Mech Room D112U, per RFI 615.	Approved	1570.94
234	Top Mount Sink At A232 Office Lounge, per RFI 601	Approved	765.74
232	Credit for OFCI UH-1 Installation	Approved	-1680.5
231	IT Server Room 220V Plugs	Approved	1126.83
230	Lamtec Black (C2) at IT Server Room Ceiling	Approved	2056.31
229	Modifying E Gas Line to 1" per RFI 607	Approved	1530.47
228	Additional Flashing for Foundry Window Placement	Approved	1727.58
227	Partition Modification from E106 DRC	Approved	346.13
226.1	Changes to IT Server Room Ceiling	Approved	-286.13
225	Credit for Not Painting Rooms F107D and F107E.	Approved	-1500.61
223	Leveling Out Floors in D103A.	Approved	4158.8
221.1	Relocating (N) and (E) Ducting at One-Stop per RFI 454	Approved	17691.76
219.2	Credit for Rulon Wood Slat Partition at One-Stop	Approved	-5335.79
216	Add Venting for FS, EW-1s and Sinks per RFI 550	Approved	6536.23
215	Credit for Vertical Drain Piping	Approved	-4545.97
214	Add (2) Water Hammer Arresters per RFI 551	Approved	3642.32
211.1	ASI 13 Sliding Door Support	Approved	31698.35
210	Add pendants to exit signs at sloped ceilings.	Approved	1494.4
209	Casework and stainless steel wall changes per RFI 280 response.	Approved	6361.29
207	Relocating Card Reader at D108G per RFI 487.	Approved	1563.81
206.1	Controls for Can Lights in Display Case per RFI 499	Approved	2042.01
205.3	Electrical Changes in IT Server Room per ASI 16 and RFI 524	Approved	8232.28
204	Homeruns to HFA Panel per RFI 319	Approved	4416.79

200	FSD Detectors Not In Plans in F107D and F104.	Approved	9058.11
197.1	Credit for cylinder cores, provided by LTCC.	Approved	-11272.4
195.1	Added (12) Flush Valves in D Wing per ASI 005	Approved	14158.81
194.2	Additional Labor for Demolition per RFI 21.	Approved	17000
193	Credit for work not performed per approved PCO 131.1 (RFI 353 Shut-Off Ball Valves at IT Director)	Approved	-5599.44
192	Service Receptacles for Outside Condensing Units per RFI 361	Approved	6131.45
191	Adding Credenza in F103	Approved	1254.65
190.1	Credit for non-performed work approved in PCO 156.1 and disconnect relocation for clearance.	Approved	-2661.16
189	Egress LIghting in Room D119 per RFI 322	Approved	1954.58
187	Add (1) EEW-1 in F103C.	Approved	2935.64
186	Replace (2) S-2 sinks with (2) S-1 sinks per ASI 13	Approved	1058.66
185	Rough-in and disconnect for fan coil E-11 per RFI 483.	Approved	2572.09
184	Cost of installing (2) 3" conduit in lieu of (1) 4" conduit per RFI 324	Approved	1857.97
179.1	Power to Air Scrubbers in F Wing per RFI 468	Approved	9146.06
178	Relocate (E) CW piping feeding 2nd floor RR	Approved	2513.4
177	CNC F107 Speaker Addition (removed from ASI 005)	Approved	9519.92
174	Power and FA to DSDs per RFI 345	Approved	13102.31
171.1	Power to HRU-1 at (N) Location per ASI 16.	Approved	1842.05
170	Additional Pneumatics Controls Upgrade	Approved	25643.64
168.1	Credit for door finish that was doubled in base contract and PCO 114.1	Approved	-1039.83
166.1	Relocation of Conduit to Accommodate HVAC Ducting at Foundry per RFI 452.1	Approved	10581.78
164.2	Relocation of Two Displays per RFI 320	Approved	6344.14
163.2	Rerouting Conduit at Snow Shed Piers in Front Plaza per RFI 423	Approved	15163.32
159	Add 19 Temporary Doors	Approved	12570.01
158.1	Mechanical Slot Diffuser Relocation	Approved	8770.62
157	Access door to get to cable for AV Cabinet per RFI 453.	Approved	1030.51
156.1	Bldg F Mech Room Re-Pipe Condenser Water per RFI 411	Approved	16920.5

155	Added Gate Post Footing Reinforcement per RFI 457	Approved	1516.52
153	Ground Bar for LD Panel	Approved	2524.84
152.2	ASI 16 Screen Panel with Inspirational Words Credit	Approved	-7908.86
150	RFI 408 Wall Credit	Approved	-779.97
149.2	RFI 395 Credit for relays & additional work (including DSD installation by Leed)	Approved	7572.2
147.2	RFI 378, 432 T&M FA Connection to Backflow	Approved	5285.87
146.1	Geology Table Material Credit	Approved	-10081.1
145	Pneumatics Controls Upgrade	Approved	24946.74
144.1	Unforeseen Sitework from Footings	Approved	1921.29
143.2	RFI 250, 416 - Cord Reels in F Wing	Approved	21508.65
142.3	ASI 005R Added Pathway to Accommodate CNC Work (PCO 045.5) and ASI 005 Approved AV PTZ Cameras Rough-In Needs	Approved	42614.08
139	Exterior Signage Channel Letter - Powdercoating and Two Additional Plates per Letter.	Approved	18539.66
138	F107E Concrete Stain	Approved	-2059.78
137	Tree Replacement	Approved	2265.23
136	RFI 301 Exhaust Branch	Approved	6757.83
135	RFI 356 T&M Slope Ceiling Attachment to Existing, Move Existing Ceiling Joist at Existing Breezeway	Approved	381.95
134.1	Water Balance Credit	Approved	-4687.41
133	E105 Storage Shelves Support Post	Approved	179.17
132	Low Volt. Misc. T&M	Approved	9925.05
131.1	RFI 353 Shut-Off Ball Valves at IT Director	Approved	7196.45
130.2	Fire Alarm Swap	Approved	14726.28
128	RFI 380 Garbage Disposal Install Credit	Approved	-559.94
127	RFI 90 Patch Louver Holes	Approved	1634.34
126	RFI 314 BACnet Converter	Approved	562.37
125.1	ASI 13 Build Wingwalls for Sliding Door	Approved	12387.73
124	Added Data Drop Promise Office	Approved	1616.84
121.2	A3 Windows ASI 7	Approved	1901.76
120	F Wing Paint	Approved	6226.2
119.1	New Wall at IT Room per RFI 350 - Framing, Drywall, Door (Material and Labor), Insulation, Paint	Approved	20753.92
118.1	RFI 369 Clarifications on Outlet Circuits in A106	Approved	14244.46
115	First Paint Change F Wing	Approved	3525.1
114	Refinish Wood Doors - F wing Corridor	Approved	2344.77
113.3	RFI 362 - Sewer Lift Pump Damage	Approved	4539.2

112.1	RFI 376 Re-Routing Duct Work	Approved	1612.9
111.2	Replace Damaged Panic Hardware	Approved	3456.99
110	RFI 298 Pathway Research and Installation for Hot boxes	Approved	10331.36
106	ASI 16 Electrical for Split System	Approved	2465.09
104.2	RFI 285 Door Operator/Actuactors only for E-E101	Approved	17891.74
103	CE #114 - ASI 5 Added Data Drop Rough In	Approved	711.25
101.2	Adding CU-4, FC-4 and accessories, per ASI 016	Approved	13981.7
100.001	Relocate (1) one (E) units in A104U1 per RFI 191.1	Approved	14246.21
98	Late Accent Wall Color Selection - Premium Time	Approved	713.72
94	Demolition, earthwork and base per ASI 016R1.	Approved	17357.2
93.1	Heater Vent Tube Wall Modification in F103	Approved	4311.35
92.3	Added Glass Shelves and Hidden Brackets per RFI 141.	Approved	1965.78
91.1	Casework Changes per Phase 2B Redline Review	Approved	318.15
87.1	Casework Changes per Phase 1 Redline Review	Approved	4665.4
86	RFI 210 - Cost to Investigate Gas Piping Connection to Meter	Approved	1119.89
82.002	Additional demolition, earthwork and base per ASI 016.	Approved	11280.54
81.1	Remove WC2	Approved	-6772.5
80.2	RFI 0293 - T&M Installation of 8" Fire main Below Storm Drain.	Approved	10741.8
79	Additional access panels per updated RFI 295 response.	Approved	5291.9
78	RFI 253: Addition of Two (2) Ceiling Access Doors in Hallway, West of E Wing	Approved	2468.82
74	Lab Hoods - Upcharge for Premium Color Selection	Approved	3499.65
73	Additional Circuit to Hotboxes	Approved	1234.16
72	ASI-014: TRPA Revisions	Approved	77789.8
71	Room Identification - Furnish (30) additional frames per RFI 248.	Approved	12621.3
68	RFI No. 245: Power for Clock in Foundry	Approved	1683.84
67.2	RFI No. 244: Add Quad Receptacles in D103 & D108	Approved	10531.54
66	RFI No. 243: Power for Instant Hot Water Heaters in D122 and E103	Approved	4671.06

65	RFI No. 242: Add Bracing at Existing Walls in D120A and D123A	Approved	1547.45
64	RFI No. 240: Add Pony Wall and Bracing	Approved	2790.51
63	Add Circuits and Lights in E106E per RFI 239	Approved	7872.51
62	RFI No. 238: Remove and Replace (E) North Wall of D108	Approved	23144.59
61	RFI No. 237: Provide Power to FC's and CU's	Approved	13458.39
60.2	RFI 232: 120v Power to BACnet Controllers	Approved	8206.24
57.1	ASI-008R1: Stationary Markerboard Changes	Approved	17773.65
56.1	RFI No. 377: Rerout Vent Pipe in Office A233	Approved	4484.1
53	RFI No. 184: Provide Power to H1 Windows	Approved	4632.98
52	RFI No. 182: CU-1 Location and Mounting Change	Approved	7807.66
51	Add Casework that was removed in Room F101C per RFI 176.	Approved	6626.71
50	RFI No. 173: Receptacles in 3D Art Room F107	Approved	948.1
48.1	ASI-011: TRPA Revisions	Approved	100357.2
47	T&M: Install (4) 30amp Circuits required for IDF Shutdown/Crossover	Approved	4493.67
46	ASI-012: Furnish and Install 25-pair copper between B100 MDF and D120 Server Room	Approved	4945.36
45.5	ASI-005R: AV Changes	Approved	323161.4
43	RFI No. 229: Add Gypsum Board in 2D and 3D Art Rooms	Approved	8441.36
42	ASI-008: Added Backing for New White Board Locations	Approved	2142.69
40	Delta CO #4: Replace Two (E) 6" Kennedy OS & Y Valves that are leaking.	Approved	3917.49
39	Delta CO #3; RFI No. 034: Relocate (E) Glycol Loop Not Shown	Approved	2004.35
38	LEED CO #11: Evacuate and Refill Glycol System	Approved	4199.58
37	LEED CO#8 - T&M at Portable: Lowered the Waste and Water lines at sink.	Approved	625.97
35	RFI 183: Additional existing slab floor preparation to receive new flooring.	Approved	703.12
34.1	RFI 189: Utility sinks and faucets in 3D Art F107 & RFI 226: Replace two S-1 sinks with two S-2 sinks for ADA compliance.	Approved	5709.67

33	RFI 214: Frame, hang and tape seven columns per RFI 214	Approved	6023.89
32	RFI 213: Replace wood framed walls with metal studs in Room D110	Approved	4249.06
31	Bobo T&M: Relocate Taxidermy Cases	Approved	7741.95
29	ASI-004: JTE #7 - T&M for Electrical Changes	Approved	4476.73
28	JTE #8: Furnish and Install (5) APC UPS Units	Approved	9319.28
27	RFI No. 084: JTE CO#3 - Add Floor Box	Approved	1675.45
26.2	RFI No. 269; LEED CO #7R2: Replumbing of (5) Sanitary Sewer Lines	Approved	11076.58
25.1	Furnish and Install Roller Window Shades in lieu of Mini Blinds	Approved	21795.8
24	RFI No. 178: Extend Concrete Stain (SC1) into Storage Rooms F107D and F107E	Approved	4119.58
22.2	ASI-007; JTE CO#9: Electrical & Low Voltage Revisions per ASI-007.	Approved	68393.79
19	RFI No. 114: Added Insulation at D123A	Approved	561
18	Change Storefront to Hollow Metal at IT Offices per RFI 113 and ASI 005.	Approved	7115.43
16.2	Relocate and Replace Existing Floor Access Hatch in A104C.	Approved	22373.55
15.1	LEED CO #6R; RFI No. 103: Demo of existing expansion tank and chilled water piping	Approved	2549.07
12	T&M Work at Portable - Bobo & JTE	Approved	5577.13
11	Expedite Hollow Metal Doors and Frames	Approved	8531.72
10.1	Rolling Markerboard - Barn Door Track System per RFI 004	Approved	7438.98
9	RFI No. 003: Accordion Folding Door	Approved	1428.65
7	RFI No. 001: New Specifications for Window Types H1 and G1/G2.	Approved	8484.95
6.3	JTE CO #5: CNC portion of ASI-05	Approved	91787.94
5	Concord COR's: Framing and Drywall Changes	Approved	7713.07
3	Change (5) Bobrick Mirrors to Elegant	Approved	891.54
2	Change Carpet Tile Type C9 and C10	Approved	1868.85
1	RFI No. 026: Add (2) 1-1/2" Isolation Valves at F-Wing	Approved	1266.38

Attachment E

Electronically Filed by Superior Court of California, County of Orange, 06/06/2024 05:59:49 PM.
30-2024-01404984-CU-BC-CJC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By K. Climer, Deputy Clerk.

ERIC V. LUEDTKE, ESQ. SBN: 172360
LAW OFFICES OF ERIC V. LUEDTKE
3230 East Imperial Highway, Suite 208
Brea, California 92821
Telephone: (714) 579-1700
Email: eluedtkelaw@aol.com

Attorney for Plaintiff,
Bohme, LLC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BOHME, LLC., a foreign corporation,

Plaintiff,

vs.

BOBO CONSTRUCTION, INC., a California Corporation; and DOES 1-20, inclusive.

Defendants.

Case No.: 30-2024-01404984-CU-BC-CJC

PLAINTIFF BOHME, LLC'S COMPLAINT FOR:

1. **BREACH OF CONTRACT**

JURY TRIAL DEMANDED

Assigned for All Purposes
Judge Andre De La Cruz

TO ALL INTERESTED PARTIES AND THEIR RESPECTED ATTORNEYS OF RECORD:

COMES NOW, Plaintiff, BOHME LLC. (hereinafter "BOHME" or "Plaintiff") and complains and alleges as follows in its Complaint:

1. Plaintiff is a foreign corporation whose principal place of business is in Salt Lake County, State of Utah. Plaintiff does business and buys product from vendors in southern California and th instant contract attached hereto between the parties was reviewed and signed in the County of Orange, State of California. Bohme Meridian is a part of and owned by Plaintiff.

2. The relevant contact attached hereto as Exhibit "A" was signed by Plaintiff in the County of Orange, State of California.

/ / /

3.Defendant Bobo Construction, Inc. does business in the State of California and has its principle place of business in the State of California and has minimum contacts in the state of California.

ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

4. Plaintiff is informed and believes, and based thereon alleges that there exists such a unity of interest and ownership between Defendants and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

5. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, Bobo Construction, Inc. and DOES 1-20 are, in reality, one and the same, including, but not limited to because:

a. Bobo Construction, Inc. and DOES 1-20 are completely dominated and controlled by one another, who personally committed the acts and violated the laws as set forth in the Complaint, and who have hidden and currently hide behind Defendants to perpetuate frauds, misrepresentation, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. the defendants and all DOES 1-20, and the remaining derive and have derived actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their fraud, and excuses as to lack of performance and unsatisfactory work.

c. the Defendants while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing other wrongful or inequitable purpose.

d. Bobo Construction, Inc. does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. The business affairs of Bobo Construction, Inc. and all Defendants and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. At all relevant times hereto were, used by one another and DOES 1-20 as a mere shell and conduit for the conduct of certain Defendant affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to it for violations of the Government Code and other statutory violations. The corporate existence of defendant and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

6. Accordingly, Bobo Construction, Inc. constitutes the alter ego of Defendants, and the fiction of their separate corporate existence must be disregarded.

7. Accordingly, Defendant Bob Construction, Inc. and all DOE defendants are all successors of one or more Defendants and are liable on that basis.

FACTS COMMON TO ALL CAUSES OF ACTION

8. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will amend this

Complaint to show the true names and capacities of these Defendants when the same have been ascertained. Plaintiff is informed and believes that each fictitiously named Defendant is responsible in law and in fact for the obligations alleged herein. Plaintiff is informed and believes and thereon alleges that at all relevant times each of the Defendants were acting within the scope and course of his or her agency and employment and with one another.

9. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of this Superior Court and will be established according to proof at trial.

10. This Court has jurisdiction over all of the defendant because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court because Plaintiff signed said contract is said county.

12. Plaintiff entered into a written contract with Defendant Bobo Construction, Inc. on or about February 23 of the year 2022.

13. Said contract is attached hereto as Exhibit "A" and was studied, and signed in the County of Orange, State of California by Plaintiff.

14. According to the contract, Defendant, Bobo Construction, Inc., the General Contractor, agreed to furnish all labor, materials, equipment and other facilities and subcontractors required to complete the work and all Tenant improvements according to plan.

15. Defendant procured the services of many general contractors but did not give most of the general contractor the blue-prints and the agreed upon Architect Design plans.

16. Plaintiff via the contract attached and incorporated herein as Exhibit "A" agreed to pay Defendant $932,000 for the contemplated work.

17. To date, the project is still not complete and Defendant has not substantially complied with the project.

18. Defendant prior to the work being substantially complete, and according to the plans, put liens on the property and the mall wherein Plaintiff leased and the tenant improvements were done. In order to get financing that was desperately needed, Plaintiff had no choice but to pay the contract price in order for the liens to be removed, to do business and to be able to get financing. Plaintiff paid but let Defendant know that it was not agreeing that the work was done correctly, timely, appropriately, or substantially and Plaintiff refused to sign any document indicating that an accord and satisfaction had taken place or that the work had been completed.

19. Had Plaintiff chosen at the time to file a lawsuit, Plaintiff would not have been able to do business out of that facility, the liens would have remained, and irreparable harm would have been incurred by Plaintiff if the liens had not been removed. The only way to remove them was to pay even though the construction and tenant improvements had not been done according to plans, and agreement.

20. According to the Contract, section 8.12, Defendant was to carefully study and compare the Contract Documents with each other and with the information furnished by Plaintiff owner via the plan

drawn by the architect. Before it began activities, the Defendant was to have taken field measurements, and verified filed conditions; Defendant was to also have carefully compared this and other information known to the contractor/defendant with the contrat documents; and was to also have reported errors, inconsistencies, or omissions discovered to the Architect.

21. The contractor for defendant was to have supervised the work using their best skill and attention but this was not done. Defendant did not communicate the Plans and/or blue prints with the subcontractors nor did it supervise or was present for most of its subcontract work.

22. Under section 8.5 of the contract, Defendant warranted that its work would be free from defects not inherent in the quality required or permitted and that the work would conform to the requirements of the Contract Documents.

23. Defendant pursuant to contract, section 8.10 was required to and was to be responsible for cutting, fitting, and patching required to complete the Work or to make its parts fit together properly. This was not done and there were problems with virtually every subcontractor and work performed from the ceiling to the floors, to the cabinetry, as well as the plumbing, drywall, and electrical etc.

24. The Contract Documents and plans were not to have been changed absent express written approval. This did not happen.

25. Defendant failed to perform the work in a proper matter and in a timely matter which cost Plaintiff substantial lost profits and Plaintiff could not open said store on time within 180 days of the contract date.

26. There was defective and incomplete work as to the doors, frames, glazing, framing, tile, ceiling, flooring, painting, plumbing, HVAC, and electrical.

27. The project was to have been complete to Plaintiff could open 190 days after the date of the contract, or by August 20th 2002. This was not done and Defendant did not perform timely. This causd Plaintiff substantial lost profits as it was not able to open its store in Meridian Idaho timely.

FIRST CAUSE OF ACTION

Breach of Written Contract Against

(Against All Defendants)

28. Plaintiff realleges and incorporates by reference, as though set forth in full herein, all previous paragraphs in this Complaint.

29. All of the conditions and the performance under the relevant contracts, both written and oral were performed by Plaintiff.

30. By their delay, and not getting the project and tenant improvements complete within 180 days, Defendant breached the agreement/contract.

31. Defendants also breached the agreement/contract in that it did not perform the work without defects and provided sub-standard work that was not substantially complete.

32. Defendants also refused to correct work and make it comport to the plans and the Contract Documents.

33. Further, Defendants are liable for all consequential damages and for not completing the work in a timely fashion from the contract date of February 23, 2022.

/ / /

34. Defendants breached the written contract by not performing and ensuring that the contract was adhered too.

35. As a result of the breach by Defendants, and each of them, in the obligations pursuant to the contract, they are in breach of same and Plaintiff has been damaged thereby in a sum according to proof at the time of trial and at the legal rate from and after the date due according to proof.

36. Plaintiff performed all conditions, covenants, and promises required to be performed on its part in accordance with the terms of the contract attached hereto as Exhibit "A" except for those conditions, covenants, and promises which were excused by Defendants, and/or condition, covenants, and promises which Plaintiff was prevented from performing by the acts, omissions, or illegal/wrongful actions on the part of the Defendants.

37. Pursuant to the California Civil Code, Plaintiff is entitled to interest at the rate of 10% per annum plus attorney fees and penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants as follows:

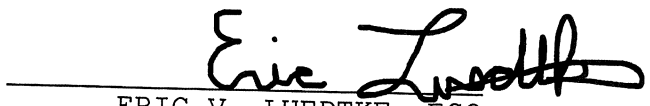
1. For general, specific, compensatory, incidental and consequential damages according to proof at trial;
2. For Pre-and Post-judgment interest, as allowed by law;
3. For an award of costs of suit incurred in this action;
4. For such other and further relief as the Court may deem proper.

/ / /

DEMAND FOR JURY

Plaintiff demands trial of all issues by jury.

Respectfully Submitted,
LAW OFFICES OF ERIC V. LUEDTKE

Dated: June 1, 2023 By: 

ERIC V. LUEDTKE, ESQ.
Attorney for Plaintiff
BOHME, LLC.

EXHIBIT “A”

AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 23 day of February in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Böhme
9783 South 600 West
Sandy, Utah 84070

and the Contractor:
(Name, legal status, address and other information)

Bobo Construction, Inc.
HQ – 9722 Kent St
Elk Grove, CA 95624

for the following Project:
(Name, location and detailed description)

Böhme Meridian
3597 E. Monarch Sky Ln, Suite 160, Meridian ID 83646
Interior improvement including non-structural partitions, doors, ceilings, finishes and associated MEP work.

The Architect:
(Name, legal status, address and other information)

CallisonRTKL Idaho Architects LLC
2101 L St NWm Suite 200, Washington, DC 20037

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated 10/12/21 , and enumerated as follows:

Drawings:

Number	Title	Date
A-000	COVER SHEET	10/12/21
A-001	RESPONSIBILITY MATRIX	10/12/21
A-002	SITE PLAN	10/12/21
A-003	EGRESS PLAN	10/12/21
AD-111	DEMOLITION FLOOR PLAN	10/12/21
AD-121	DEMOLITION REFLECTED CEILING PLAN	10/12/21
A-111	FLOOR PLAN	10/12/21
A-112	FINISH PLAN & TILE & CARPET LAYOUTS	10/12/21
A-121	REFLECTED CEILING	10/12/21

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	PLAN	
A-141	FIXTURE PLAN	10/12/21
A-151	POWER & DATA LOCATION PLAN	10/12/21
A-301	WALL SECTIONS	10/12/21
A-601	SCHEDULES & DETAILS	10/12/21
A-602	FINISH LEGEND	10/12/21
A-701	INTERIOR ELEVATIONS	10/12/21
A-702	INTERIOR ELEVATIONS	10/12/21
A-703	INTERIOR ELEVATIONS	10/12/21
A-704	INTERIOR ELEVATIONS	10/12/21
A-705	INTERIOR ELEVATIONS	10/12/21
A-801	INTERIOR PARTITION DETAILS	10/12/21
A-802	INTERIOR PARTITION DETAILS	10/12/21
A-803	CEILING DETAILS	10/12/21
A-806	INTERIOR DETAILS	10/12/21
M-101	MECHANICAL PLAN	10/12/21
M-201	MECHANICAL DETAIL	10/12/21
M-301	MECHANICAL SPECIFICATIONS	10/12/21
P-101	PLUMBING PLAN	10/12/21
E-100	ELECTRICAL POWER PLAN	10/12/21
E-200	ELECTRICAL LIGHTING PLAN	10/12/21
E-300	PANEL SCHEDULE RISER DIAGRAM	10/12/21
E-400	ELECTRICAL SPECIFICATIONS	10/12/21
LT121	LIGHTING PLAN	10/12/21

Specifications:

Section	Title	Pages
0-32	BOHME PROJECT MANUAL	1-166

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

BCI Proposal stating price, inclusions & exclusions

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

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3/7/22, or earliest permit approval

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[X] Not later than 180 (one hundred eighty) calendar days from the date of commencement.

[ ] By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

nine hundred thirty-two thousand dollars ($ 932,000.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
General Conditions (Combined)	138,750
Building Demolition	10,000
Doors, Frames & Hardware	22,500
Glazing	81,750
Gypsum Wallboard & Framing	226,000
Tile	18,000
Stretch Ceiling	18,000
Flooring	80,000
Paint	50,000
Specialties	15,000
Plumbing	20,000
Fire Suppression	30,000
HVAC	105,000
Electrical	117,000

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Adjusted scope per BCI Proposal

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Owner shall pay contractor within 30 days of receipt of application for payment. Contractor will submit application for payment by the 20th day of each month and will submit new applications on a monthly basis.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million ($ 1,000,000.00) each occurrence, two million ($ 2,000,000.00) general aggregate, and two million ($ 2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million ($ 1,000,000.00) each accident, one million ($ 1,000,000.00) each employee, and one million ($ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

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§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Fernanda Bohme, fernanda@bohme.com, Austin Bobo, abobo@boboconstructioninc.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

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§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

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§ 8.6 Taxes
The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices
§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals
The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT
§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

Init.
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§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

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§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

Fernanda Bohme Bohme
(Printed name and title)

CONTRACTOR *(Signature)*

Austin Bobo Vice President, Bobo Construction, Inc.
(Printed name and title)
LICENSE NO.: RCE-55792
JURISDICTION: State of Idaho

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BOBO
CONSTRUCTION, INC.

Quote: 1052 / Date: 2/3/2022

Bobo Construction Inc.
3597 E. Monarch Sky Lane Suite 240 #1019
Meridian, ID
83646, US
(208) 789-0995

Prepared By:
Austin Bobo
(916) 642-6216
abobo@boboconstructioninc.com

Customer

Böhme Meridian
9783 South 600 West
Sandy, UT
84070, US

Project: Böhme Meridian

Scope of Work

Tenant improvement of an existing retail space approximately 5,169 SF located within the Village at Meridian for a new retail store. Scope of work includes new interior improvement including non-structural partitions, doors, ceilings, finishes, and associated MEP work.

Construction Costs

Part		Total Cost
1-2 Bonds & Insurance		$ 10,000.00
1-12 Superintendent		$ 24,600.00
1-10 Project Manager		$ 19,500.00
1-15 General Laborer		$ 13,400.00
General Conditions (Temp. Facilities, Landlord Fees, Final Clean, Permitting, Misc.)		$ 25,000.00
2-210 Building Demolition		$ 10,000.00
8-128 Doors, Frames and Hardware		$ 22,500.00
8-808 Glazing		$ 61,750.00
9-259 Gypsum Wallboard & Framing	226,000	$ ~~230,000.00~~
9-309 Tile	18,000	$ ~~27,500.00~~
9-511 Stretch Ceiling		$ 18,000.00
9-609 Flooring		$ 80,000.00
9-909 Paints and Coatings		$ 50,000.00
10-650 Specialties		$ 15,000.00
15-118 Plumbing		$ 20,000.00
15-315 Fire Suppression		$ 30,000.00
15-715 Heating, Venting and Air Conditioning		$ 105,000.00
16-116 Electrical		$ 117,000.00

Included(+)

1. All contractor responsibilities per contract documents & matrix.

BOBO
CONSTRUCTION, INC.

Quote: 1052 / Date: 2/3/2022

Included(+)

2. Demolition of existing HVAC & electrical not shown on plans.

Excluded(-)

1. Anything outside of the contract documents that is not specified in this proposal.
2. Entire lighting package (excluding fluorescent tube lighting) to be OFCI.
3. All fixtures per schedule to be owner supplied & installed.

Notes

This proposal includes VE of plumbing scope utilizing a reuse of existing fixtures where applicable. Proposal also assumes lighting to be fed from Panel L as per existing condition.

Many of the specified materials have long lead times so timely contract acceptance is crucial. Custom curved glazing is approximately 20 weeks out from order date.

Summary

Subtotal	$ ~~899,250.00~~	885,750
Profit	$ ~~47,328.95~~	46,250

$ ~~946,579~~ 932,000

Accepted By ..... Date .....

Attachment F

FILED
Superior Court Of California,
Sacramento
10/21/2022
erubiodelrio
By _____, Deputy
Case Number:
34-2022-00328755

STEPHANIE M. ROCHA, ESQ., SBN 266030
srocha@venturahersey.com
VENTURA HERSEY & MULLER LLP
1506 Hamilton Avenue
San Jose, CA 95125
Telephone: (408) 512-3022
Facsimile: (408) 512-3023

Attorneys for Plaintiff
Accelerated Construction & Metal, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ACCELERATED CONSTRUCTION & METAL, LLC, a California limited liability company Plaintiff, vs. BOBO CONSTRUCTION, INC., a California corporation; and DOES 1 through 25, inclusive, Defendants.	Case No.: COMPLAINT FOR (1) BREACH OF CONTRACT (2) QUANTUM MERUIT (3) STATUTORY PENALTIES *[Limited Civil Action – Amount in Controversy Does Not Exceed $25,000]* Trial Date: None Set

BY FAX

Plaintiff, Accelerated Construction & Metal, LLC ("Plaintiff") alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Accelerated Construction & Metal, LLC is, and at all times herein mentioned was, a limited liability company organized and existing under the laws of California, with its principal place of business in the City of Turlock, County of Stanislaus, State of California. At all times mentioned herein, Plaintiff is, and was, a contractor in the State of California, duly licensed by the Contractors State License Board, License No. 990617 for the following classifications: C51, A, C13, and B.

2. Upon information and belief, Defendant Bobo Construction, Inc. ("BCI") is, and

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San Jose, CA 95125
Telephone: (408) 512-3022

at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, with its principal place of business in the City of Elk Grove, Sacramento County, California.

3. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 25, inclusive and therefore sues these Defendants by such fictitious names. Plaintiff prays leave to amend this Complaint to allege their true names and capacities when the same have been ascertained.

4. Plaintiff is informed and believes, and thereon alleges that each of the Defendants sued herein is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages, as herein alleged, were proximately caused by such Defendants.

5. Plaintiff is informed and believes, and thereon alleges that at all times herein mentioned each of the Defendants sued herein was the agent or employee of each of the remaining Defendants, and was, at all times, acting within the purpose and scope of such agency or employment.

6. On or about September 2, 2020, Plaintiff entered into a written subcontract with BCI for the furnishing, fabrication, and installation of handrails and one steel beam, and such other work as may be called for under the terms of the Subcontract (the "Subcontract") in exchange for the fixed price of $62,400.00, subject to additions and deductions and retention as provided in the Subcontract Documents, in connection with the project known as 20-03B – Bell Hill Academy ES Increment 2 Multipurpose for the Grass Valley School District ("Owner") at 342 South School Street, Grass Valley, California (the "Project"). A true and correct copy of the Subcontract is attached hereto and incorporated herein by this reference as **Exhibit "A"**.

FIRST CAUSE OF ACTION

[Breach of Written Contract Against All Defendants, and Each of Them]

7. Plaintiff hereby realleges and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 6, inclusive, of its Complaint, as though fully set forth herein.

8. Plaintiff duly performed all terms, conditions, promises and covenants required of

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it under the Subcontract, except for those terms, conditions, promises and covenants the performance of which was waived, excused or prevented by Defendants.

9. Defendants, and each of them, materially breached the terms of the Subcontract by, among other things, failing and refusing to pay Plaintiff the balance owed to it for the work performed by Plaintiff in the sum of at least $13,331.00.

10. As a direct and proximate result of the material breach of the Subcontract by Defendants, and each of them, Plaintiff has suffered damages in a sum of at least $13,331.00, together with interest thereon at the maximum legal rate, and statutory attorneys' fees and costs incurred.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as hereinafter set forth.

SECOND CAUSE OF ACTION

[For *Quantum Meruit* Against Defendants, and Each of Them]

11. Plaintiff hereby realleges and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 10, inclusive, of its Complaint, as though fully set forth herein.

12. Within the last two (2) years at Grass Valley, California, Plaintiff rendered work, labor and services, and provided materials to and at the request of Defendants, and each of them, for the performance of the Work as described in the Subcontract. Defendants, and each of them, promised to pay Plaintiff the reasonable value of such work, labor, services and materials.

13. Notwithstanding that Plaintiff has demanded, and hereby demands, full payment thereof, Defendants, and each of them, have failed to pay Plaintiff for the value of the work performed. There is now due, owing and unpaid from Defendants, and each of them, to Plaintiff, the sum of at least $13,331.00, plus interest thereon at the maximum legal rate.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as hereinafter set forth.

//

//

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San Jose, CA 95125
Telephone: (408) 512-3022

THIRD CAUSE OF ACTION

[For Statutory Penalties Against Defendants, and Each of Them]

14. Plaintiff hereby realleges and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 13, inclusive, of its Complaint, as though fully set forth herein.

15. Plaintiff is informed and believes, and thereon alleges, that more than seven (7) days have lapsed since Defendants, and each of them, received progress payments from Owner for Plaintiff's work for which payment was made. Plaintiff is further informed and believes, and thereon alleges, that more than sixty (60) days have elapsed since the completion of the Project and that Defendants, and each of them, have failed to release Plaintiff's retention payment to Plaintiff.

16. Plaintiff therefore seeks herein the statutory penalties and attorneys' fees as provided for in the California prompt payment statutes, including but not limited to Business and Professions Code section 7108.5, Public Contract Code sections 7107, 10262 and 10262.5, and Civil Code section 8814.

17. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of them, have no good faith dispute with Plaintiff entitling Defendants to withhold Plaintiff's payments or retention due under the Subcontract, and that there is currently due and owing to Plaintiff the sum of at least $13,331.00, plus interest thereon and attorneys' fees and costs incurred pursuant to statute and the Subcontract.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

PRAYER

ON THE FIRST AND SECOND CAUSES OF ACTION:

1. For monetary damages in an amount equal to or exceeding $13,331.00;

2. For interest at the maximum legal rate;

ON THE THIRD CAUSE OF ACTION:

3. For two percent (2%) per month penalty and attorneys' fees as provided under

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California's Prompt Payment Statutes;

ON ALL CAUSES OF ACTION:

4. For cost of suit herein incurred; and

5. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: October 20, 2022

VENTURA HERSEY & MULLER, LLP

By: _____
STEPHANIE M. ROCHA
Attorneys for Plaintiff
Accelerated Construction & Metal, LLC

VENTURA HERSEY & MULLER LLP
1506 Hamilton Avenue
San Jose, CA 95125
Telephone: (408) 512-3022

EXHIBIT A

DocuSign Envelope ID: 94674E0E-98F9-42F6-86C8-A57D85205B37

BOBO
CONSTRUCTION, INC.

09/02/2020

RE: 20-03B - Bell Hill Academy ES Increment 2 Multipurpose

Accelerated Metal Fabrication, LLC,

Below is a list of the items pertaining to your subcontract.

Attached items to be signed/completed via DocuSign

- Copy of your contract (please do not make any modifications to attached contract)
- Public Works Labor Compliance Packet
  - Subcontractor Information Sheet
  - Checklist of Labor Law Requirements
  - Addendum to Subcontract Agreement
- Subcontractor Code of Safety Practices
- Subcontractor Billing Procedures
- W-9 form

Additional items to be returned immediately and before first payment

- Schedule of Values
- Submittal(s) – 1 Submittal Per Specification Section
- Current WC and GL insurance certificate, including tier-subs
- Copy of DAS 140 per trade with proof of submission, including tier-subs
- Fringe Benefit Statement, including tier-subs

Attached for your information

- Pre-Lien Sheet

Email completed additional items to:

Juan Barraza at jbarraza@boboconstructioninc.com
and
ap@boboconstructioninc.com

If you have any questions, please feel free to contact me at (916) 383-7777 ext. 1002.

Thank you,

Bobo Construction, Inc.

www.BoboConstructionInc.com
9722 Kent Street, Elk Grove, CA 95624
Phone: (916) 383-7777 Fax: (916) 383-1681
Contractor's License# 183537

DocuSign Envelope ID: 94674E0E-98F9-42F8-86C8-A57D85205B37

BOBO CA SUBCONTRACT AGREEMENT

BOBO CONSTRUCTION, INC.

This AGREEMENT made and entered into this 2nd of September, 2020, between **BOBO CONSTRUCTION INC.**, hereinafter called Contractor, with principal office at 9722 Kent Street, Elk Grove, California 95624 and **ACCELERATED METAL FABRICATION, LLC**, hereinafter called Subcontractor, with principal office at 2955 Farrar Ave, Suite 1, Modesto, California 95354 .

Project
20-03B - Bell Hill Academy ES Increment 2 Multipurpose
342 South School Street
Grass Valley, California 95945

Owner
Grass Valley School District
10840 Gilmore Way
Grass Valley, California 95945

Architect
Aedis Architects
808 R St, Ste 201
Sacramento, California 95811

SUBCONTRACT DOCUMENTS

Contractor and Subcontractor agree the "Subcontract Documents", except for modifications, change orders and written Contractor directives issued after execution of the Agreement consist of the following documents:

1. This Subcontract Agreement, including the below-referenced Attachments, all of which are incorporated at this point as if fully set forth:
   - Attachment A: Public Works Compliance Packet
   - Attachment B: Subcontractor Code of Safety Practices
   - Attachment C: Subcontractor Billing Procedures
   - Attachment D: Federal Form W-9

2. The Prime Contract, with Grass Valley School District dated 08/12/2020, the Conditions of the Prime Contract (General, Supplementary, Special, and other Conditions), Drawings, Specifications and all Addenda issued prior to the Agreement between Owner and Contractor, the latest adopted edition of the Uniform Building Code, Fire Code, and Mechanical Code, the Uniform Standard Specifications for Public Works Construction (if a public works project), and all applicable laws, rules, ordinances, and regulations, including but not limited to the California Labor Code, the California Business and Professions Code, the California Public Contract Code, and the Federal Acquisition Regulations. The Subcontract Documents are complementary and what is required by one shall be as binding as if required by all. In the event of a conflict between any Subcontract Document, the Subcontract Agreement, any subcontract to which Contractor may be bound, and the Prime Contract, the stricter of those documents shall prevail. Subcontractor shall bind lower tier subcontractors and suppliers to full compliance with all Subcontract Documents, including all performance obligations and responsibilities that Subcontractor assumes toward Contractor.

SCOPE OF WORK

Subcontractor shall provide all labor, services, materials, tools, equipment, supplies, supervision, safety requirements, submittals, all O&M's and warranty information, shop drawings, offloading, layout, coordination, mobilization, demobilization and other facilities required for the prompt and efficient performance of the Work required as per the Subcontract Documents, and generally described as follows:

1. "The Work" consisting of **FURNISH, FABRICATE, INSTALL HANDRAILS AND ONE STEEL BEAM PER PLANS AND SPECS.** Per Proposal #20-137
2. All clean-up of trash and debris generated by the Subcontractor
3. All submittals as specified and as required
4. Provide all O&M data and warranties as required
5. In the event that material, labor or equipment furnished and/or installed by the Subcontractor for this Project is not governed by specific warranty requirement as outlined in the related Project Specifications; Subcontractor agrees to provide Contractor at minimum a one (1) year warranty for said labor, material and equipment for its Work, from Substantial Completion of the Project.

6. Execution of this Subcontract Agreement is a representation that Subcontractor has carefully examined and understands the Subcontract Documents, has investigated the nature, locality and site of the work and the conditions and difficulties under which it is to be performed, including surface and/or subsurface materials to be encountered relevant to the Work, the site of the Work and the Project and their surroundings, and that it enters into this Subcontract Agreement on the basis of its own examination, investigation, and evaluation of such matters, and not in reliance upon any opinions or representations of any other person or entity, including without limitation Contractor, any other subcontractor, or Owner, or any of their respective officers, agents, servants, or employees.
7. By such date as directed by Contractor, Subcontractor shall prepare and submit to Contractor all shop drawings, samples, specimens, or other data necessary to completely describe Subcontractor's Work and as required by the Subcontract Documents. Approval of such shop drawings, samples, specimens, or other data by Contractor, Owner, or the Architect shall not relieve Subcontractor of its responsibility to perform Subcontractor's Work in strict accordance with the Subcontract Documents or of its responsibility for the proper matching and fitting of Subcontractor's Work with contiguous work. Subcontractor shall also furnish all information required for the coordination of Subcontractor's Work with the work of other trades. Subcontractor shall be responsible for preparing all as-built drawings pertaining to Subcontractor's Work and as required by the Subcontract Documents.
8. Contractor shall establish principal axis lines for the structure(s) and site, which Subcontractor shall use to layout its work. Subcontractor shall be strictly responsible for the accuracy of Subcontractor's Work and for any loss or damage to Contractor or others by reason of Subcontractor's failure to correctly layout or perform its work. Subcontractor shall perform its work to ensure that actual final conditions and details result in perfect alignment of finish surfaces.
9. Subcontractor shall bring any uncertainty or inconsistency in or between the plans, specifications, or other Contract Documents to the attention of Contractor in writing and within three (3) working days of Subcontractor's discovery thereof. Subcontractor shall not proceed with any work affected by the uncertainty or inconsistency until directed to do so by Contractor. Contractor shall resolve the uncertainty or inconsistency and Subcontractor shall perform the work as directed by Contractor.
10. Before proceeding with its Work, Subcontractor shall inspect the correctness of contiguous or adjacent work installed by others. The failure to detect or report discrepancies will preclude recovery by Subcontractor of any resulting cost, expense, or damage.

SUBCONTRACT PRICE

Contractor agrees to pay Subcontractor for the full performance of its Work the firm fixed price of **Sixty-Two Thousand Four Hundred Dollars And Zero Cents, $62,400.00** including taxes and duties of any kind, subject to additions and deductions and retention as provided in the Subcontract Documents. The Price shall constitute payment in full for all amounts owed to Subcontractor, including but not limited to the costs incurred for: all labor (including fringe benefit payments), materials, supplies, apparatuses, appliances, equipment, fixtures, tools, implements, facilities, supervision, transportation, utilities, storage, and all other services as and when required for or in connection with the performance of Subcontractor's Work, business licenses, Social Security, employment, sales, use, state, federal and all other taxes, continuous clean-up, final clean-up, and all insurance required by the Subcontract Agreement and Subcontract Documents.

TERMS AND CONDITIONS

ARTICLE 1 – Entire Agreement This Agreement represents the entire agreement between Contractor and the Subcontractor and supersedes any prior written or oral representations. Subcontractor, its subcontractors, suppliers and/or materialmen are bound to Contractor by the prime contract and any contract documents incorporated therein to the same extent as Contractor is bound to Owner insofar as they relate in any way, directly or indirectly, to the Work covered by this Agreement.

ARTICLE 2 – Subcontractor Payment

A. Within seven (7) days of the execution of this Agreement, the Subcontractor agrees to prepare and submit to Contractor a Schedule of Values. Each activity contained in the Schedule of Values shall be assigned a monetary price such that the total of all such items shall equal the Subcontract Price. The Schedule of Values shall be prepared in such detail as may be required by Owner and/or Contractor.

B. The period covered by each payment application shall be one (1) calendar month. Payment applications must be submitted by the 20th of each month to the Contractor for review. The Owner has final approval of all billing percentages of Work completed. Contractor will pay Subcontractor only the percentage amount approved by the Owner. If Owner delays making or refuses to make any payment to Contractor from which payment to Subcontractor is to be made, Contractor and its sureties (where applicable) shall have a reasonable time to make payment to Subcontractor of any amount actually due and owing to Subcontractor. "Reasonable time" shall be determined according to all relevant circumstances but in no event shall be less than the time required

"Reasonable time" defined as 60 days

by Contractor, Contractor's sureties, and/or Subcontractor to pursue to conclusion their legal remedies, including but not limited to arbitration or suit against Owner or other responsible party(ies).

C. Subcontractor, as requested by Contractor, shall furnish certified copies of all payrolls in the manner prescribed by Contractor. Contractor reserves the right to require mechanics' lien, stop notice, construction lien, materialmen and bond claim release (including releases from lower tier subcontractors) and payment affidavits with each application for progress payment and on final payment. Contractor also reserves the right to require Subcontractor to execute an Unconditional Waiver and Release form as to previously paid progress payments if required by the Contract Documents or the Owner.

D. Subcontractor understands that all payments to Subcontractor will be made only from a special fund and a specific source, namely, from payments made by Owner from time to time to Contractor in respect of Work performed by Subcontractor. Contractor shall make payments to Subcontractor within seven (7) days after receipt by Contractor of payment from Owner for the Work of Subcontractor for which payment has been made.

E. Contractor shall retain from progress or other payments hereunder five percent (5%) of the amount due until final completion and acceptance of the Project and shall release such retention to Subcontractor within ten (10) days after Contractor's receipt of final acceptance of the Project and the payment of such retention from the Owner. With respect to Public Works projects only as defined under applicable California law, Contractor's retention pursuant to the prior sentence shall be five percent (5%), unless applicable law permits Contractor to withhold a greater percentage, in which event the retention shall be such greater permitted percentage.

F. Payments may be withheld on account of: (1) Subcontractor's failure to fully execute the Agreement; (2) Subcontractor's failure to timely provide the insurance documents; (3) Subcontractor's failure to timely provide Certified Payroll Reports, as defined in Attachment A, and Basic Payroll Records as defined in Attachment A, as required or upon Contractor's request; (4) failure of Subcontractor or any sub-subcontractor to pay prevailing wages or to make any required fringe benefit or trust fund payments; (5) Subcontractor's failure to comply with the apprenticeship requirements under the Labor Code; (6) defective Work of Subcontractor, its sub-subcontractors or suppliers; (7) failure of the Subcontractor to make payments properly to its sub-subcontractors or suppliers for labor, materials, equipment or services; (8) damage to the Contractor, Owner, another subcontractor, other trades or third parties caused in whole or in part by Subcontractor; (9) Subcontractor's failure to carry out the Work promptly and diligently in accordance with the Contract Documents and the current Approved Project Schedule or Short Interval Schedule; (10) a claim or reasonable evidence indicating a likely claim arising out of Subcontractor's acts or omissions; (11) any reasonable doubt that the Work can be completed for the remaining balance of the unpaid Subcontract Price; (12) penalties, fines, taxes or assessments against Contractor, the Owner, or their agents, resulting from Subcontractor's failure to comply with any state, federal or local law, ordinance, or regulations; (13) failure by Subcontractor to comply with any term, condition or obligation of this Agreement; (14) any ground for withholding of payment allowed by state or federal law, or as otherwise provided in this Agreement. Contractor shall have the right to withhold from Subcontractor for the violation of any of the foregoing by Subcontractor's sub-subcontractors or suppliers. When the cause of the above-referenced withholding has been rectified to the satisfaction of Contractor, the amounts withheld will be paid or credited to Subcontractor as otherwise provided for in this Agreement. Amounts withheld for the foregoing reasons shall not accrue interest during the withholding period.

ARTICLE 3 – Changes Contractor may at any time by written directive, and without notice to Subcontractor's surety(ies), make changes to the Work. If such changes cause an increase or decrease in the cost of the Work, or in the time of performance, an adjustment shall be made in accordance with the provisions for pricing changes to the Work set forth in the Prime Contract and as outlined below:

A. Subcontractor shall make no changes in the Work nor shall it be entitled to any additional compensation without a written change order or written directive issued by an authorized representative of the Contractor.

B. No increase in compensation of the Subcontractor or extension of time for performance of the Work shall be allowed for change order Work unless the Subcontractor makes application therefore, in writing, to Contractor within seven (7) days from the date on which Subcontractor receives a notification of change in Work, or within the three (3) days prior to the time within which Contractor must submit a change order request to Owner pursuant to the terms of the Prime Contract, whichever is earlier. Subcontractor's application must include a detailed breakdown of all costs regardless of whether the notification instructs Subcontractor to proceed or not to proceed with the changed Work. If Subcontractor fails to submit an application with pricing within the time specified above, Contractor will be entitled to conclusively presume that the change in the Work results in no change to the compensation of the Subcontractor or the time required for performance of the Work; alternatively, Contractor, at its option may quote the change order Work to the Owner on behalf of the Subcontractor, and Subcontractor will be responsible to perform the changes defined in the change order for the price and additional time (if any) approved by the Owner and as issued by Contractor to Subcontractor.

C. If the Subcontractor and the Contractor cannot agree on the cost or the time for the performance of any change, the Subcontractor shall nevertheless perform the Work as directed in writing by the Contractor. The Subcontractor shall provide back-up documentation to the Contractor on a daily basis to substantiate the cost of the disputed Work, including, but not limited to, verification of hours Worked signed by Contractor's

superintendent. The signature of Contractor's superintendent on any time and material ticket shall only serve to verify the reported hours Worked, and material supplied, and shall not represent Contractor's agreement that the provision of such Work and/or material constitutes extra Work or entitles Subcontractor to any increase in compensation or an extension of time on the Project. The Subcontractor may, in Contractor's sole discretion, be denied reimbursement for the disputed Work if the Subcontractor fails to provide the daily documentation with forty-eight (48) hours of completion of each day's Work. At no time shall Subcontractor delay or refuse to perform any Work if a dispute arises over whether such Work is an extra or change to the Work under this Agreement. The Subcontractor must promptly proceed with the disputed Work as and when directed by the Contractor in all cases, and Subcontractor shall pursue any such dispute under Article 12 below. If the Subcontractor refuses to proceed with the disputed Work as directed, Subcontractor will be responsible for all time and cost impacts, including but not limited to liquidated, actual and ~~consequential~~ damages, associated with the refusal to proceed with the disputed Work, and such refusal shall constitute grounds for termination under Article 11.A. – Termination for Default.

D. Approved changes shall be considered as subject to, and a part of the original Work. The Subcontractor waives any claim that any change in the Work will affect the Subcontractor's warranties or guarantees unless the Subcontractor has notified the Contractor in writing prior to proceeding with the change.

E. No increase in compensation to the Subcontractor, nor extension of time, shall be allowed for any changes in market conditions, including but not limited to any increase in labor rates, freight costs, storage fees, tax rates, the cost of materials, equipment or any other costs, or shortages or unavailability of labor, materials or services. Subcontractor accepts the sole risk that such costs are subject to change and are not predictable and that the availability of the necessary labor, materials and services may change.

ARTICLE 4 – Time

A. Time is of the essence of this Agreement. Except as may otherwise be directed by Contractor in writing, Subcontractor shall, within ten (10) calendar days after its execution of this Agreement prepare and submit to Contractor in writing, for Contractor's review and approval, a proposed schedule showing in detail:
   1. The total number of days required by Subcontractor to complete the Work.
   2. The order in which Subcontractor proposes to carry out all activities of the Work.
   3. The dates on which the activities representing the complete performance of the Work (including, but not limited to, the procurement, submittal review, fabrication, delivery, and installation activities for all components of the Work) may be started and finished.

B. Subcontractor shall conform to Contractor's reasonable progress schedule and all reasonable revisions or changes made thereto, which Subcontractor recognizes shall be made for the benefit of the Progress of the Project and not necessarily the Subcontractor or its Work, however, Contractor shall make all reasonable efforts to incorporate Subcontractor's reasonable requests into any Project schedules.

C. Contractor's representative shall contact Subcontractor, verbally or in writing as determined by Contractor, forty-eight (48) hours prior to the required presence of Subcontractor, and Subcontractor shall promptly mobilize its forces to the Project site within said time frame and immediately begin performing its Work.

D. In the event Subcontractor fails to maintain its part of the Contractor's schedule, it shall, without additional compensation, accelerate the Work as Contractor may direct until the Work is in accordance with such schedule. Contractor shall have complete control of the premises on which the Work is to be performed and shall have the right to decide the time and order in which various portions of Work shall be installed, the relative priority of the Work of Subcontractor and other subcontractors, and, in general, all other matters pertaining to the timely and orderly conduct of the Work.

E. Extra charges will not be allowed for additional move-ins, shift Work, weekend Work, or over-time Work due to the phasing of Work or sequencing of Work required by the Contract Documents or as required by the Contractor. Contractor will coordinate with Subcontractor to attempt to minimize the number of move-ins, shift Work, weekend Work, or over-time Work to the jobsite for the Subcontractor to complete its Work. However, Subcontractor shall anticipate that multiple move-ins, shift Work, weekend Work, or over-time Work may be required.

F. If Subcontractor commits an act or omission which causes delay to the overall Work of the Project, or the Work of any other party, Subcontractor shall be liable for all losses, costs, expenses, liabilities, and damages, including actual, ~~consequential~~ and liquidated damages, sustained by Contractor, or for which Contractor may be liable to Owner or any other party as a result thereof. The Contractor will determine the proportion of fault for any delay among all subcontractors, and the damages for delay will be distributed between subcontractors accordingly. The Contractor's allocation of fault with respect to such delays shall be final and binding on Subcontractor, so long as the allocation is made in good faith.

notified and made

ARTICLE 5 – Delays and Impacts

A. Should Subcontractor be delayed in the prosecution or completion of the Work by the act, neglect or default of the Owner, Contractor or other third party for whom they are legally responsible, or should Subcontractor be delayed waiting for materials or information required to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which the Subcontractor is in no way responsible, or by the combined

action of the Workforce, in no way caused by, or resulting from default or collusion on the part of the Subcontractor, then the time herein fixed for the completion of the Work shall be extended by the number of days that Subcontractor has been delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to the Contractor within forty-eight (48) hours of the commencement of such delay, and in no circumstances shall the time of completion be extended to a date which will prevent the Contractor from completing the entire Project within the time that Owner allows Contractor for such completion.

B. It is understood and agreed by the Subcontractor that its obligation under this Agreement is and shall be to well and fully perform and complete the Work herein specified in compliance with all laws, ordinances and regulations of all governmental authorities in any manner relating to said Work, and that the Subcontract Price herein agreed to be paid by Contractor to Subcontractor shall be in compensation for the full performance and completion of the Work, and not as per diem compensation for the number of days which the Parties may estimate as necessary for the prosecution of the Work. It is further agreed that the time or times herein specified shall not be construed to limit or restrict the obligation of Subcontractor to such period, but it shall proceed with the Work during such times as shall be necessary to perform and complete the said Work, at no other and further expense to Contractor than the Subcontract Price as hereinabove stated.

C. Subcontractor acknowledges that a certain amount of delay is inherent in every construction project. To the extent applicable and enforceable, no claims for additional compensation or damages for delays, whether in the furnishing of material by Contractor, or delays by other subcontractors, Owner, or other third party for whom any of them are legally responsible, will be allowed by the Contractor, and said extension of time for the completion of its Work shall be the sole remedy of Subcontractor. However, in the event, and in such event only, that Contractor actually receives additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from Owner, minus a pro-rata share of Contractor's attorneys' fees, experts' fees, and other costs in securing such additional compensation, as is equitable under all of the circumstances. Such determination shall be made solely by Contractor and shall be final and binding on Subcontractor. Subcontractor shall have the burden of proving the impact of any delay it claims justifies a time extension and, if permitted under this Agreement, any compensation requested. If the performance of the Work by Subcontractor is unaffected by a delay incurred by Contractor (or another subcontractor) and for which relief is granted to Contractor (or such other subcontractor), Subcontractor shall not be entitled to claim an extension of time for such delay as a justification for delay in the timely performance of its Work. Nothing contained herein shall require Contractor to make any claim against Owner for any actual or alleged delays, and it is specifically agreed that the failure of Contractor to prosecute any such claim against Owner shall not entitle Subcontractor to any claim for damages against Contractor.

D. Subcontractor acknowledges that a certain amount of impacts of the type set forth herein are inherent in every construction project. No claims for additional compensation or damages for impacts, including but not limited to loss of productivity, disruptions, re-sequencing of Work, re-phasing, remobilizations, cumulative impacts as a result of multiple changes, excessive Requests for Information (RFI's) or trade stacking will be allowed by the Contractor. However, in the event, and only in such event, that Contractor obtains additional compensation from Owner on account of such above described impacts, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from Owner, minus a pro-rata share of Contractor's attorneys' fees, experts' fees, and other costs in securing such additional compensation, as is equitable under all of the circumstances. Such determination shall be made solely by Contractor and shall be final and binding on Subcontractor. Nothing herein contained shall require Contractor to make any claim against Owner for such impacts, and it is specifically agreed that the failure of Contractor to prosecute any such claim against Owner shall not entitle Subcontractor to any claim for such damages against Contractor.

E. In no event shall Subcontractor be entitled to any compensation for impacts to its Work unless it has fully complied with the notification requirements set forth in the Prime Contract and in this Agreement. In the event that the Prime Contract does not contain specific notification and/or documentation requirements, the Subcontractor shall notify Contractor in writing within seventy-two (72) hours of the commencement of any alleged impact(s). Such notification shall include, for each alleged impact: (1) a written, detailed narrative outlining the specific alleged impact and its alleged cause(s); (2) the quantity and identity of the Workers allegedly impacted; (3) the specific location of the alleged impact; and (4) the duration of the alleged impact. Subcontractor agrees that its failure to strictly comply with the notification and documentation requirements of this Article will result in the waiver of any such claim by Subcontractor.

F. Subcontractor acknowledges that in the event that any of the foregoing prohibitions and limitations are held unenforceable, and Subcontractor is permitted to pursue a claim of inefficiency, loss of productivity or other similar or related request for additional compensation, Subcontractor expressly agrees that it may rely only on evidence indicating the actual inefficiency, loss of productivity or other similar consequence as it occurred on the Project. Subcontractor further expressly agrees that no reports, analyses, data, industry or academic studies or any other evidence that does not exclusively rely on, and pertain to, the Work performed at the Project shall be used or in any way considered, in whole or in part, in connection with such claims.

ARTICLE 6 – Contractor's Right to Perform Subcontractor's Work Contractor, at its sole discretion, may demand written assurances from Subcontractor of its ability to fully perform any and all requirements of this Agreement. The Subcontractor's failure to provide adequate assurances to the Contractor's reasonable satisfaction within three (3) days shall constitute a default of this Agreement as outlined in Article 11 – Termination for Default. In addition to Contractor's other remedies, if Subcontractor fails to supply sufficient manpower, equipment or materials to advance the Work according to the then current Approved Project Schedule and Short Interval Schedule, then Contractor may, at its option, use its own or other forces, equipment or materials to perform such portions of the Work, and/or take any other actions permitted by this Agreement, as it deems necessary to increase the rate of progress. Contractor shall deduct the expenses thereof plus all associated direct and indirect costs, along with Contractor's overhead and profit, from the Subcontract Price.

ARTICLE 7 – Protection of Work

A. Subcontractor shall secure and reasonably protect the Work done hereunder and assume responsibility for the condition thereof until final acceptance by Architect, Owner and Contractor. Subcontractor further agrees to provide such reasonable protection as is necessary to protect the Work and the Workers of Contractor, Owner, and other subcontractors from its operations.
B. Subcontractor shall be liable for any loss or damage to its Work in place or its materials on the job site. Subcontractor shall also be liable for loss or damage to Work in place or damage to equipment and/or materials on the job site caused by Subcontractor or its agents, employees, or guests.

ARTICLE 8 – Bonds Contractor, as a condition of entering into this Agreement or at any time after entering into this Agreement, may require Subcontractor, within ten (10) days from Contractor's request, to furnish a faithful performance and/or labor and material bond from a surety acceptable to Contractor in an amount to be designated by Contractor, but not exceeding one hundred percent (100%) of the subcontract price. Contractor shall pay the premium on any such bond directly to the bonding company after receipt of its invoice, up to one percent (1%) of the contract price. Subcontractor shall pay any premium in excess of one percent (1%). Subcontractor's failure to furnish a faithful performance or labor and material bond when requested shall constitute a material breach of this Agreement and cause for termination of this Agreement. No change, alteration, addition, deletion or modification of or to any of the terms or provisions of the Contract Documents, or any of Subcontractor's obligations, and no change order, extension of time or directive given or agreed to by Contractor, shall in any manner release, discharge or exonerate, in whole or in part, the surety on any bond furnished by Subcontractor pursuant to or in connection with this Agreement, and no notice is required to be given to any such surety of any such change, alteration, addition, deletion, modification, change order, extension of time or directive.

ARTICLE 9 – Insurance

A. Without limiting Contractor's rights to indemnification under this Agreement or at law, Subcontractors shall procure and maintain for the duration required by this Agreement or the Prime Contract, whichever is greater, insurance against claims for injuries to persons and damage to property which may arise from, or in connection with, the performance of the Work hereunder by the Subcontractor, its sub-subcontractors, suppliers or any party for whom it is responsible. The cost of such insurance shall be included in the Subcontractor's bid, unless expressly required to be excluded by the Contract Documents. Subcontractor shall not commence any work until it obtains all insurance required to be obtained by Subcontractor as set forth hereunder. In the event that any Subcontract Document requires more stringent insurance coverage(s) than as specified in this Subcontract Agreement, the more stringent coverage requirement(s) shall prevail. Such insurance will be maintained by Subcontractor at its sole expense with insurance carriers admitted to do business in California, that have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "VIII" in the most current A.M. Best's Rating Guide for property and casualty insurers. In no event will such insurance be modified without Contractor's express written consent and, except as otherwise expressly authorized herein, in no event will such insurance be terminated or allowed to lapse prior to termination of all obligations arising under this Subcontract Agreement. Subcontractor shall ensure that its subcontractors and suppliers of any tier shall procure and maintain insurance in like form and amounts, including the Additional Insured and Waiver of Subrogation requirements.
B. Subcontractor shall maintain limits no less than those required by the Prime Contract, or those set forth below whichever are greater:
    1. **Workers' Compensation and Employer's Liability Insurance** shall be provided in amounts not less than: $1,000,000 for each accident for bodily injury by accident, $1,000,000 policy limits for bodily injury by disease. $1,000,000 each employee for bodily injury by disease.
    2. **Commercial General Liability Insurance** covering all operation by or on behalf of Subcontractor providing insurance for bodily injury and property damage liability including but not limited to coverage for:
        a. Premises and operations
        b. Products and completed operations
        c. Contractual liability insuring tort obligations assumed by Subcontractor in this Contract
        d. Broad form property damage (including completed operations)
        e. Explosion, collapse, and underground hazards (including subsidence)

f. Personal Injury liability
g. The limits of liability shall but not less than the amounts required of Subcontractor under Contract Documents, but in no event less than: $1,000,000 each occurrence, $1,000,000 personal injury liability, $2,000,000 aggregate for products-completed operations, $2,000,000 general aggregate. The general aggregate limit shall apply separately to subcontractor's Work under this Contract and shall be provided subject to those limits identified above or those limits specified in prime contract, whatever is greater. Contractor, its officers, directors and employees, and Owner shall be named as Additional Insures under the Commercial General Liability policy provided by Subcontractor using CG2010 or an equivalent form.

3. **Automobile Insurance**, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage.

C. **Waiver of Subrogation:** Contractor and Subcontractor waive all such rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any insurance applicable to the Work except such rights as they may have the proceeds of such insurance.

D. **Builders Risk:** If Builders Risk insurance purchased by the Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's Work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's Work and/or damage to other Work caused by Subcontractor. If not covered under the Builders Risk policy, or any other insurance required by the Contract Documents, Subcontractor shall procure and maintain at its own expense insurance for portions of Subcontractor's Work stored off site or in transit.

ARTICLE 10 – Indemnification To the fullest extent allowed under applicable law, Subcontractor shall indemnify, defend and hold harmless Contractor and Owner, including their subsidiaries or affiliated companies, employees, other subcontractors, sureties, stockholders, officers and directors, and their respective heirs, executors, administrators, successors and assigns, the Owner, the Project surety and the Project lender (hereinafter collectively referred to as the "Indemnified Parties"), from and against all claims, damages, suits, proceedings, actions, liability, losses and expenses, including loss of profits or prospective advantage, and including attorney and consultant fees (hereinafter "claims") arising out of or resulting from Subcontractor's: (i) presence at the Project site; (ii) performance under this Agreement and/or the Contract Documents; or (iii) failure of performance under this Agreement and/or of the Contract Documents, including failure to comply with the requirements of this indemnity provision Subcontractor, however, shall not be obligated under this Subcontract Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties, or for defects in design furnished by such persons, or to the extent the Claims do not arise out of the scope of work of the Subcontractor pursuant to this Subcontract Agreement. Further, Subcontractor hereby expressly waives any rights of implied or equitable indemnity it might have against the Indemnified Parties.

ARTICLE 11 – Termination

A. **Termination for Default**

1. In addition to any other rights the Contractor may have under law or the Contract Documents, the Contractor may issue a Cure Notice in the event the Subcontractor refuses or neglects to meet any obligation under this Agreement, including, but not limited to a failure to:
   a. Supply a sufficient number of skilled workers,
   b. Supply a sufficient quantity of materials of proper quality,
   c. Prosecute the Work covered by this Agreement with promptness and diligence, including, but not limited to, performance in accordance with the then current Approved Project Schedule and Short Interval Schedule,
   d. Install the Work in accordance with the requirements of the Contract Documents,
   e. Correct a safety deficiency as directed by the Contractor,
   f. Timely and properly pay for the labor, services, equipment, or materials furnished to Subcontractor for use on the Project, or
   g. Accelerate the Work when directed to do so by Contractor.
2. If Subcontractor fails to cure such deficiencies within two (2) calendar days of receipt of the Cure Notice, or within such shorter period of time specified in the Cure Notice due to an emergency or other exigent circumstance as determined by Contractor, the Contractor, at its option, may enforce any combination of the following:
   a. Require the Subcontractor to provide a payment and performance bond written in an amount equal to one hundred percent (100%) of the Subcontract Price at Subcontractor's sole cost and expense (except to the extent, if any, prohibited by applicable law),
   b. Withhold future payments until the Cure Notice has been satisfied,
   c. Require the Subcontractor to provide a specific Work recovery plan and schedule satisfactory to Contractor, and/or
   d. Take any of the actions set forth in paragraph A.3 stated below:

3. If the Subcontractor fails to satisfy the Cure Notice in whole or in part, within the time required, the Subcontractor will be in default of the Agreement and the Contractor may take whatever steps it deems necessary and appropriate to correct said default, including, but not limited to, providing labor, materials, equipment and services and deducting the costs thereof, from any money then due or thereafter to become due to the Subcontractor under this Agreement, or any other agreement between the Parties. The Contractor may also, at its option, declare the Subcontractor to be in breach, terminate the Subcontractor's right to perform further Work, and shall have the right to enter upon the premises and take possession, for the purpose of completing the Work included under this Agreement, of all of the materials, tools, and equipment thereon, and may employ any other person or persons to finish the Work. In case of such default by Subcontractor, said Subcontractor shall not be entitled to receive any further payment under this Agreement. At Contractor's option, Subcontractor will assign and transfer to Contractor, in whole or in part (if and as directed by Contractor), Subcontractor's subcontracts, orders, and commitments relating to the Work. The Subcontractor shall execute and deliver all documents and take all action required to transfer Subcontractor's rights in subcontracts, orders, and commitments relating to the Work to the Contractor, should Contractor so request. Further, in the event of default, Subcontractor is required, if directed by Contractor, to cancel all or part of the Subcontractor's subcontracts, orders, and commitments relating to this Agreement. Any claims or damages resulting from such cancellations shall be the sole and exclusive responsibility of Subcontractor. The expense incurred by the Contractor as herein provided, either for furnishing materials or for finishing the Work, and any damages including, but not limited to liquidated, actual and consequential damages incurred by Contractor as a result of such default, shall be chargeable to, and paid by, said Subcontractor. The Contractor shall have a lien upon all material, tools and equipment taken possession of, as aforesaid, to secure payment thereof.
4. Contractor's remedies are cumulative, and the exercise of one remedy shall not restrict Contractor, at the same time or thereafter, from exercising any other remedy set forth herein or provided by applicable law.
5. In the event a termination under this Agreement is found not to have been warranted under this or any other provision of this Agreement, the total compensation and damages that Subcontractor is entitled to recover on account of such termination shall be limited to the compensation that would have been payable to Subcontractor under the provisions of this Agreement as if the Agreement has been terminated for Contractor's convenience pursuant to Article 11.B below.

B. **Termination for Convenience**
1. Contractor may at any time, and for any reason or no reason, terminate Subcontractor's services hereunder for Contractor's convenience by written notice to Subcontractor. Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the Project site or in transit thereto.
2. Upon such termination, Subcontractor shall be entitled to recover only its reasonable direct costs incurred prior to the termination and mark-up for overhead and profit (not to exceed fifteen percent (15%) combined) on Work actually performed. In no event, however, shall the mark-up for profit on completed Work exceed the actual profit Subcontractor would have earned for that Work absent the decision to terminate the Subcontract. If it appears that the Subcontractor would have sustained a loss on the Work had it been completed, no amounts for profit shall be paid by Contractor, and the amounts paid for the termination shall be reduced by the indicated rate of loss. Subcontractor must make its complete records available at reasonable times and places for Contractor's audit. In no event shall Subcontractor be entitled to any payment which would cause the Subcontract Price (as adjusted by any fully executed change orders) less previous payments to be exceeded.
3. Subcontractor expressly agrees that it shall not be entitled to any other compensation or damages in the event of termination for convenience, including without limitation, compensation for lost profits, lost opportunity costs, unabsorbed or under absorbed home office overhead, delay or disruption damages, consequential damages, or other similar remuneration.

C. **Termination of Prime Contract**
1. Should the Owner terminate the Prime Contract or any part which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor in writing and upon written notification this Agreement shall be terminated (except for Subcontractor's obligations which, by their nature, survive the termination of this Agreement) and the Subcontractor shall immediately stop Work, follow all of Contractor's instructions and mitigate all costs. In the event of such Owner termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery, if any, on behalf of the

Subcontractor under the Prime Contract. Nothing contained herein shall require the Contractor to make any claim against the Owner for such additional compensation or damages in the event of termination before completion, and it is specifically agreed that the failure of the Contractor to prosecute any such claim against the Owner shall not entitle the Subcontractor to any claim for additional compensation or damages against the Contractor Contractor's recovery, if any, on behalf of the Subcontractor, shall be subject to deduction for a pro-rata share of Contractor's attorneys' fees, experts' fees, and other costs, in securing such additional compensation associated with the termination of the Prime Contract. Unless Contractor receives a greater net recovery from Owner as a result of Owner's termination of the Prime Contract, in no event shall Subcontractor be entitled to a greater recovery from Contractor than under a termination pursuant to Article 11.B above.

ARTICLE 12 – Labor Relations

A. Subcontractor shall take reasonable steps to prevent the occurrence of any strike, slowdown, or other labor difficulty or dispute arising out of the presence of Subcontractor at the Project site or from any other activities of Subcontractor.

B. Subcontractor acknowledges the provisions of the California Labor Code, including but not limited to Labor Code section 1720, et. seq., regarding the payment of prevailing wages to workers employed on public works projects. In compliance with the requirements of Labor Code section 1775(b)(1), Subcontractor acknowledges the existence and content of Part 7, Chapter 1 of the California Labor Code, including without limitation Labor Code sections 1771, 1775, 1777.5, 1813, and 1815, as incorporated herein by reference, and has read and understands the provisions of these code sections, which are attached as Attachment A to this Subcontract Agreement. This provision is applicable only to public works projects covered by the California Labor Code.

C. Contractor and Subcontractor understand that Labor Code Section 218.7 provides that in certain circumstances, Contractor can be liable for lack of wage or fringe benefits payments to, or on behalf of, any individual employed by any subcontractor on the Project. In order to ensure employees of the Subcontractor are being properly compensated, Subcontractor agrees to promptly provide to Contractor, upon Contractor's request, Subcontractor's payroll records for its workers on the Project which show, at a minimum, the items required for paystubs by Labor Code Section 226 and sufficient information to apprise Contractor of the Subcontractor's payment status in making fringe or other benefit payments or contributions to a third party on behalf of employees. Prior to production, the Subcontractor shall mark or obliterate from these documents the first five numbers from the workers' social security number. Subcontractor shall also complete and submit affidavit(s), in a form acceptable to Contractor, signed under penalty of perjury, certifying that it has complied with all applicable apprenticeship requirements and paid for all labor (including fringe benefits), materials and equipment for which Contractor has made payment to Subcontractor. Furthermore, upon request of Contractor, the Subcontractor shall provide award information that includes the Project name, name and address of the Subcontractor, anticipated start date, duration, applicable wage rates for all workers, and estimated journeymen and apprentice hours, and contact information for its sub-subcontractors on the Project.

D. To the extent applicable and not subject to any exemptions, Subcontractor shall comply, and shall cause any of its subcontractors and independent contractors (regardless of tier) to comply, with all statutes, regulations, orders, court decisions, and other laws relating to classification of individuals as employees or independent contractors, including without limitation and as applicable, Labor Code Section 2750.3 (AB 5) and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). If Subcontractor, or its subcontractors and independent contractors (regardless of tier), utilize services, as defined by Labor Code Section 2750.3, from natural persons who are not compensated and otherwise treated as employees, Subcontractor shall ensure that any such person providing the services qualifies as an independent contractor and (i) is hired pursuant to a written contract; (ii) is a business entity formed as a sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation; (iii) has registered with the Department of Industrial Relations as a public works contractor; (iv) negotiates and contracts with, and is compensated directly by, a licensed contractor; (v) has a business license and has registered for business taxes, if the person is domiciled in a jurisdiction that requires such a license and/or registration; (vi) maintains a business location that is separate from the company that has hired him or her; (vii) has authority to hire and fire other persons who provide and/or assist in providing the services in question; (viii) has financial responsibility for errors and omissions in connection with the labor or services provided, as evidenced by insurance, indemnity obligations, bonds, and/or warranties; and (ix is customarily engaged in an independently established business of the same nature as that involved with the work performed by any such person.

E. Subcontractor agrees that should it retain any sub-subcontractor for its work on the Project, it will have that sub-subcontractor, and any lower tiered subcontractor, contractually guarantee that it will provide the documentation addressed in this section to the Contractor, upon request.

F. Any refusal or failure by Subcontractor to comply with this section shall be grounds to justify withholding of any and all payments from Contractor to Subcontractor.

ARTICLE 13 – Disputes

A. Subcontractor agrees that in the event any dispute arises between Subcontractor and Contractor, Subcontractor will continue to perform its Work regardless of the nature of the dispute. If the Prime Contract provides for the arbitration of disputes between Contractor and Owner, then any and all disputes between Contractor and Subcontractor arising out of or in connection with, or relating to, this Agreement or Subcontractor's Work on the Project, shall be arbitrated in accordance with the arbitration provisions and procedures set forth in the Prime Contract if, and only if, any of those disputes involve unresolved disputes between Contractor and Owner. Otherwise, disputes between Subcontractor and Contractor will not be arbitrated unless the parties agree otherwise or as required by law. If the Prime Contract provides for the mediation of disputes between Contractor and Owner, then any and all disputes between Contractor and Subcontractor arising out of or in connection with, or relating to, this Agreement or Subcontractor's Work on the Project, shall be mediated in accordance with the mediation provisions and procedures set forth in the Prime Contract if, and only if, any of those disputes involve unresolved disputes between Contractor and Owner. Otherwise, disputes between Subcontractor and Contractor will not be mediated unless the parties agree otherwise or as required by law.

B. If Subcontractor strictly and timely complies with the notice, protest and claims provisions of the Contract Documents, and makes a valid claim resulting from any act of, omission of, or change made by Owner, or anything else for which Owner may be liable or responsible to Contractor pursuant to the Prime Contract, Contractor's duty to Subcontractor is limited to passing on the claim to Owner and Subcontractor will be bound by Owner's determination and any adjustment in Subcontractor's contract price shall be made only to the extent allowed by Owner or a final court judgment or arbitration award against Owner (not including Contractor's mark-up). In the event that Contractor files, pursues or prosecutes a claim, lawsuit or arbitration proceeding against Owner which includes a claim for additional compensation requested by Subcontractor, Subcontractor shall cooperate fully with Contractor in the filing, pursuit and prosecution thereof and shall pay to Contractor, Subcontractor's pro-rata share of the costs, fees and expenses incurred by Contractor in connection therewith, including actual attorneys' fees, costs and expenses, and Contractor will not be liable or responsible to Subcontractor for any damages or additional compensation resulting from any act of, omission of, or change made by Owner, or for which Owner may be legally responsible to Contractor, unless Contractor recovers such amounts from Owner, and then, only to the extent that Contractor recovers such amounts from Owner. In no event shall Contractor be liable or responsible to Subcontractor for additional costs or damages incurred or allegedly incurred by Subcontractor as a result of any act of, omission of or change by Owner, or for which Owner may be legally responsible to Contractor, except to the extent that Contractor recovers such costs or damages from Owner.

C. If Contractor or Subcontractor shall bring any legal action or proceeding against the other that does not involve the Owner and/or Architect, it is hereby agreed that such action shall only be brought in a State or Federal Court located within the County of Sacramento, State of California, the location of Contractor's principal office, which Contractor and Subcontractor hereby agrees is the place at which this Subcontract was entered into and which shall be the only proper venue for any such action.

ARTICLE 14 – Warranty and Correction Period Subcontractor warrants to Contractor that all materials and equipment furnished shall be new, free from defects and of good quality. Subcontractor guarantees all materials and Workmanship, and agrees to replace, at its sole cost and expense and to the satisfaction of Contractor, any and all materials adjudged by Contractor to be defective or improperly installed as well as guarantee the Owner and Contractor against liability, loss or damage arising from said installation during a period of one (1) year from final completion and acceptance of the entire Project covered by the Prime Contract, or, if the period of guarantee required is in excess of one (1) year by the Contract Documents, Subcontractor shall be bound during such longer period. Under no circumstances shall the warranty period be deemed to start before final acceptance of the entire Project unless expressly provided in the Prime Contract. If the Subcontractor refuses to correct any warranty Work as directed by the Contractor, and the Subcontractor has received final payment, the Subcontractor will, within ten (10) days of demand, reimburse Contractor any funds expended, including not limited to the direct costs of the Work, and an additional fifteen percent (15%) for Contractor's overhead and profit.

ARTICLE 15 – Assignment It is specifically agreed that the Subcontractor shall not subcontract, assign, or transfer this Agreement, any part thereof, any right to payment thereunder or any claim pursuant thereto without the written consent of the Contractor. Any such attempted subcontracting, assignment or transfer not consented to in writing by Contractor shall be voidable, at Contractor's election. Any assignment or transfer hereunder shall be subject to all rights and remedies available to Contractor under law or under this Agreement, including, but not limited to, Contractor's rights of set-off, offset, to retain funds, to amend or modify this Agreement, and to assert all other claims and defenses whether or not arising under this Agreement. The making of any subcontract, assignment or transfer by Subcontractor, or any consent thereto by Contractor, shall in no event relieve Subcontractor or its sureties of any of their obligations, duties, responsibilities, or liabilities under this Agreement.

Attachment G

EILEEN M. DIEPENBROCK (SBN 119254)
CHRIS A. McCANDLESS (SBN 210085)
DIEPENBROCK ELKIN DAUER MCCANDLESS LLP
555 University Avenue, Suite 200
Sacramento, CA 95825
Telephone: (916) 492-5000
Facsimile: (916) 446-2640
Email: ediepenbrock@diepenbrock.com
Email: cmccandless@diepenbrock.com

Attorneys for Plaintiff
URATA & SONS CONCRETE, LLC

FILED/ENDORSED
FEB 05 2021
By: K. Johnson
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

URATA & SONS CONCRETE, LLC,

Plaintiff,

vs.

BOBO CONSTRUCTION, INC., a California corporation; STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES; FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Maryland Corporation; and DOES 1 through 30, inclusive,

Defendants.

Case No.: 34-2021-00294023

COMPLAINT FOR BREACH OF CONTRACT, ACCOUNT STATED, UNJUST ENRICHMENT, ENFORCEMENT OF STOP PAYMENT NOTICE, AND RECOVERY ON PAYMENT BOND

Plaintiff URATA & SONS CONCRETE, LLC, alleges as follows:

BACKGROUND ALLEGATIONS

1. Plaintiff URATA & SONS CONCRETE, LLC ("Plaintiff" or "URATA"), is now, and at all times mentioned herein was, a California limited liability corporation, doing business in California, with its principal place of business located in Rancho Cordova, California. URATA is now, and at all times herein mentioned was, in the business of construction, and licensed as a specialty concrete contractor, duly registered and licensed by the California Contractor's State License Board, License No. 1035874.

2. Plaintiff is informed and believes and thereon alleges that defendant BOBO CONSTRUCTION, INC. ("BOBO"), is a purported California corporation, doing business in

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California, and at all times relevant hereto was and is the general contractor on a work of improvement known as the Butte Unit Headquarters First Station located at 176 Nelson Avenue, Oroville, CA 95965 (the "Project").

3. Plaintiff is informed and believes and thereon alleges that Defendant State of California, Department of General Services ("DGS") is a governmental entity under the laws of the State of California, acting by and through its directors, or duly designated employees and agents.

4. Plaintiff is informed and believes and, on that basis, alleges that at all times mentioned herein defendant FIDELITY AND DEPOSIT COMPANY OF MARYLAND ("FIDELITY AND DEPOSIT" or "SURETY") was, and now is, a corporation organized under the laws of the State of Maryland, engaged in the business of issuing surety bonds in connection with construction projects, and is authorized to issue surety bonds in California. Defendant FIDELITY AND DEPOSIT, as surety, issued a payment bond to defendant BOBO, as principal, in connection with the Project, believed to designated as bond no. 9255440 (the "Payment Bond").

5. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1 through 30, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

6. Plaintiff is informed and believes and thereon alleges that defendants sued herein as DOES 1 through 20, inclusive, are responsible in some manner for the acts or omissions alleged in this complaint and that Plaintiff's damages were proximately caused by acts or omissions of these defendants.

7. As to DOES 1 through 20, inclusive, each said defendant was the agent, servant, or employee of defendant BOBO, and was, in doing the things complained of, acting within the scope of its agency and employment, and acting with full knowledge or subsequent ratification of its principal or employers.

8. Plaintiff is informed and believes and thereon alleges that defendants DOES 21 through 30, inclusive, each are, and at all relevant times were, and now are, engaged in the

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business of issuing surety bonds in connection with construction projects, authorized to issue surety bonds in California, and issued a Payment Bond in connection with the Project.

FIRST CAUSE OF ACTION

(Breach of Contract against BOBO and Does 1-20)

9. URATA re-alleges and incorporates by reference the allegations of paragraphs 1 through 8 of this Complaint, as though fully set forth herein.

10. URATA is informed and believes and thereon alleges that defendant BOBO, as prime contractor, entered into a contract with DGS for construction of the Project ("Contract").

11. On or about April 18, 2018, BOBO entered into a written subcontract with URATA to perform work on the Project ("Subcontract"). A true and correct copy of the Subcontract is attached hereto as **Exhibit 1.**

12. Pursuant to the Subcontract, URATA agreed to perform certain site and structural concrete construction services described in the Subcontract, in exchange for which BOBO agreed to pay URATA the principal sum of $2,889,045.00, subject to various additions and deductions provided for in the Subcontract.

13. URATA has fully performed all conditions, covenants, obligations, and promises under the Subcontract in accordance with the terms thereof and, in so doing, contributed to the Project.

14. Despite repeated demands, BOBO has failed to fully pay for the materials, equipment, labor and services provided by URATA on the Project. BOBO owes URATA the principal amount of $187,954.75, plus interest, for work encompassed in the original Subcontract.

15. Additionally, pursuant to the Subcontract, BOBO agreed that time was of the essence. Consistent with this, URATA provided BOBO with a construction schedule for performance of its work, which schedule had a start date of May 1, 2018 and a completion date of August 10, 2018. BOBO accepted this schedule. However, BOBO caused substantial and unreasonable delays to URATA's work, including delaying the start and completion of

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URATA's work. Such delays caused URATA to incur delay and other impact damages for the extended duration of its work. URATA submitted Change Order 3, Rev. 1 for the associated costs and impacts from these delays. While BOBO paid a minor amount of those costs, the amount of $510,723.00 remains due and owing. Despite repeated demands, BOBO has failed to pay these sums.

16. The failure of BOBO and Does 1-20 to pay the amounts due and owing to URATA constitutes a material breach of contract. These defendants' failure to fully pay the amount due URATA for its work, and their failure to compensate URATA for delay and impact damages incurred, also constitute breaches of the implied covenant of good faith and fair dealing in the Subcontract.

17. As a proximate result of defendants' breaches of contract, URATA has suffered damage in an amount of not less than $698,677.75, together with applicable interest, according to proof.

18. Additionally, under Paragraph H(5) of the Subcontract, URATA is entitled to an award of reasonable attorneys' fees in a sum to be fixed by the court, for costs of suit and for prejudgment interest. URATA has been required to incur expenses, including retaining counsel to enforce its rights. In this regard, URATA has retained the professional services of Diepenbrock Elkin Dauer McCandless LLP, and URATA has and will continue to incur expenses and attorneys' and consultants' fees in enforcing its rights. URATA will state the precise amount of said expenses, attorneys' fees when known in accordance with proof.

WHEREFORE, Plaintiff prays for judgment as set forth below.

SECOND CAUSE OF ACTION

(Account Stated against BOBO and Does 1-20)

19. URATA re-alleges and incorporates by reference the allegations of paragraphs 1 through 18, inclusive, of this Complaint, as though fully set forth herein.

20. Within the last two years an account was stated whereby defendant BOBO, and Does 1-20, became indebted to URATA for labor, materials, equipment, and services provided by URATA to BOBO, at the special instance and request of this defendant, in the

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sum of $187,954.75, plus interest, as the unpaid contract balance under the Subcontract described herein, which sum this defendant has agreed to pay URATA.

21. Although demand therefor has been made, there is now due, owing and unpaid from these defendants the sum of $187,954.75, plus interest.

WHEREFORE, Plaintiff prays for judgment as set forth below.

THIRD CAUSE OF ACTION

(Quantum Meruit/Unjust Enrichment against BOBO and Does 1-20)

22. URATA re-alleges and incorporates by reference the allegations of paragraphs 1 through 21, inclusive, of this Complaint, as though fully set forth herein.

23. Within the last two years, defendants BOBO, and Does 1-20, have become indebted to URATA have become indebted to Plaintiff in the principal sum of not less than $698,677.75 as the unpaid portion of the reasonable value of labor, materials, equipment, and services furnished by URATA to these Defendants at these Defendants' request. This sum was and is the unpaid reasonable value of the labor, materials, equipment, and services provided. No part of such sum has been paid.

24. Despite repeated demands, said Defendants have deliberately failed to pay URATA the full reasonable value of the labor, materials, equipment, and services furnished by URATA.

25. As a direct and proximate result of the deliberate failure of said Defendants to compensate URATA for the full and reasonable value of such labor, materials, equipment, and services, said Defendants have been unjustly enriched and URATA has been correspondingly damaged, in a manner herein alleged, in the sum of not less than $698,677.75, together with applicable interest, according to proof.

WHEREFORE, Plaintiff prays for judgment as set forth below.

FOURTH CAUSE OF ACTION

(Recovery on Stop Payment Notice against BOBO, DGS, and Does 1-20)

26. URATA re-alleges and incorporates by reference the allegations of paragraphs 1 through 25, inclusive, of this Complaint, as though fully set forth herein.

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27. URATA timely served a preliminary 20-day notice in compliance with the California Civil Code, a true and correct copy of which is attached hereto as **Exhibit 2.**

28. URATA timely served a stop payment notice pursuant to and in compliance with Civil Code sections 9350, *et seq*, to defendants BOBO and DGS in connection with the amounts owed to URATA under the Subcontract.

29. In this Stop Payment Notice, URATA demanded that DGS, as reputed owner, withhold sufficient funds to answer URATA's claim contained in the notice, which claim originally was in the amount of $753,589.44. A true and correct copy of the Stop Payment Notice is attached hereto as **Exhibit 3.** Thereafter, URATA served two partial releases of Stop Payment Notices, reducing the amount of the Stop Payment Notice to $698,677.75. True and correct copies of the Partial Releases of Stop Payment Notice are attached hereto as **Exhibits 4 and 5.**

30. Based on the foregoing allegations, Plaintiff is entitled to recover from said Defendants the amount of $698,677.75 under the Stop Payment Notice.

WHEREFORE, Plaintiff prays for judgment as set forth below.

FIFTH CAUSE OF ACTION

(Recovery on Payment Bond against BOBO, SURETY and Does 21-30)

31. URATA re-alleges and incorporates by reference the allegations of paragraphs 1 through 30, inclusive, of this Complaint, as though fully set forth herein.

32. URATA is informed and believes that defendant SURETY and/or DOES 21 through 30, and each of them issued a payment bond in connection with the Project, believed to be bond no. 9255440, for the purpose of complying with the California Civil Code. URATA is informed and believes, and on that basis alleges, that defendant BOBO is the principal on said Payment Bond. A true and correct copy of this Payment Bond is attached hereto as **Exhibit 6.**

33. Pursuant to California law, the Payment Bond provides for payment in full of the claims of all claimants and is, therefore, by its terms made to inure to the benefit of all claimants to give them a right of action, such as this, on the bond.

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34. URATA timely provided notice of its claims to all persons as required by law.

35. The sum of $698,677.75, plus interest, is past due, owing and unpaid to URATA in connection with its contributions to the Project. Pursuant to the terms of the Payment Bond and relevant statutory provisions, URATA is entitled to recover the same from these defendants.

36. Additionally, under Civil Code section 9564, incorporated into the attached Payment Bond as a matter of law, URATA is entitled to the award of reasonable attorneys' fees in a sum to be fixed by the court in addition to other costs of suit and prejudgment interest. URATA has been required to incur expenses, including retaining counsel to enforce its rights, and URATA will state the precise amount of said expenses, attorneys' fees when known in accordance with proof.

WHEREFORE, Plaintiff prays for judgment as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For compensatory damages according to proof, but not less than $698,677.75;
2. For compensatory damages from defendant SURETY, and DOES 21 through 30, according to proof, but not less than $698,677.75;
3. For direct and consequential damages according to proof;
4. For reasonable attorneys' fees according to proof;
5. For interest as allowed by law;
6. That the stop payment notice claim of Plaintiff in the amount of $698,677.75 and with the costs incurred by Plaintiff in bringing this action, be established by court decree to be an equitable garnishment and lien on the construction funds that Defendant DGS had in its possession at the time of service of the stop payment notice of Plaintiff; that said Defendant be ordered to pay said amount to Plaintiff from the funds withheld under the stop payment notice; and if payment is not made as ordered within 30 days' of the court's statement of decision, that Plaintiff have judgment against said Defendants for said

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amount. Further, if it is determined that said Defendant improperly disbursed any part of such funds and that there are now inadequate funds because of such disbursement to satisfy the claims of Plaintiff in full, that Plaintiff have a personal judgment against Defendant for the amount improperly disbursed.

7. For costs of suit incurred; and

8. For such other and further relief as the Court deems just and proper.

Dated: February 5, 2021

DIEPENBROCK ELKIN
DAUER MCCANDLESS LLP

By: Eileen M. Diepenbrock
Eileen M. Diepenbrock
Chris A. McCandless

Attorneys for Plaintiff
URATA & SONS CONCRETE, LLC

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Dauer McCandless LLP

Exhibit 1

SUB-CONTRACT AGREEMENT

This agreement is by and between:

NAME: BOBO CONSTRUCTION, INC
ADDRESS: 9722 KENT STREET
ELK GROVE, CA, 95624
PHONE (916) 383-7777/FAX (916) 383-1681

NAME: URATA & SONS CONCRETE, LLC.
ADDRESS: 3430 LUYUNG DRIVE
RANCHO CORDOVA, CA 95742
PHONE (916) 638-5364/FAX (916) 638-4375

hereinafter called the Contractor, and URATA & SONS CONCRETE, LLC. hereinafter called the Sub-Contractor, for the work on:

BUTTE UNIT HEADQUARTERS FIRE STATION
176 NELSON AVENUE
OROVILLE, CA 95965

Project per contract with:
NAME: State of California, Department of General Services (and) in accordance with certain plans and specifications prepared by: URS dated 12/15/2016, including addenda 1 through 4.

Sub-Contractor having thoroughly informed himself of the conditions surrounding the work by through examination and comparison of all plans and specifications insofar as they relate in any way to the work to be undertaken herein, agrees to furnish all material, labor, supervision, tools, appliances and certificates necessary to construct and complete in a workmanlike manner, in strict accordance with said plans and specifications including the general and special conditions and details illustrative thereof, as approved by the Contractor. The Work shall include all work of such type and trade classification for the Project, and is to be performed in strict compliance with this Subcontract and the Contract Documents (as defined below) and all addenda, amendments and changes thereto, whether or not stipulated in the Contract Documents, and shall include all work ordinarily and usually performed, and the supply of all facilities ordinarily and usually provided as a part of the Work covered by this Subcontract or ordinarily and usually performed by a subcontractor doing work of such trade classification. Subcontractor, to the entire satisfaction and approval of Contractor (or its authorized representatives and/or assigns) and all governing agencies, agrees to furnish all required and reasonably inferred labor, materials, tools, equipment and services, both timely and in sufficient quantity, and to properly perform the Work, free from defects, in a sound workmanlike and substantial manner. The Contract Documents comprising this Subcontract are this Subcontract Agreement and the Agreement between Owner and Contractor (and all terms and conditions and all exhibits thereto and all documents incorporated or referenced therein) (collectively the Prime Contract). To the extent there are any conflicts or inconsistencies between this Subcontract and the Prime Contract, the agreement requiring the most stringent requirements shall control, and in the event of an impasse as to conflicting provisions, the Prime Contract shall take precedence. In all instances the terms and conditions of the Contract Documents, as amended, between the Contractor and Owner, are expressly incorporated herein, as though set forth in full, and this includes, without limitation, the disputes clause, the insurance clause and the indemnity clause.

FURNISH AND INSTALL ALL CONCRETE AS PER PLANS AND SPECIFICATIONS, INCLUDING ATTACHMENT A, OFF HAUL OF YOUR OWN DEBRIS AND DIVISION 1.

For the sum of TWO MILLION EIGHT HUNDRED EIGHT-NINE THOUSAND FORTY-FIVE ************Dollars, ($2,889,045.00 *)**
Including all taxes and fees, which may now or hereafter be levied.

In performance of the described above the parties agree as follows:

A. Time is the essence of this contract. The Sub-Contractor shall commence the work promptly as directed by the Contractor, and prosecute same energetically and expeditiously, in full cooperation with the Contractor, other Sub-Contractors, and in accord with the requirements of the general construction as determined by the Contractor until fully completed and accepted; taking into account acts of God, strikes, lockouts, and similar action beyond the control of the Sub-Contractor. He shall comply with all State and Federal health, safety and environmental laws, ordinances, coded and regulations of all governmental authorities relating to said work or workmen, employ labor under conditions satisfactory to the Contractor and discontinue the employment on this contract of any employees unsatisfactory to the Contractor; furnish and maintain all insurance policies hereafter required; insure his own risk in or about the building project, including all his temporary material, structures, tools and equipment used by him or his Sub-Contractors; remove and replace promptly all his defective or non-conforming work or material; report in writing any errors, inconsistencies, or omissions relating to his work; and deliver to the contractor written applications for progress payments by the 25TH day of each calendar month, except the final application which shall be delivered to the Contractor on completion and acceptance of the Sub-Contractor's work. He shall not assign or sublet this contract as a whole nor any moneys due or to become due him hereunder, without previous written consent of the Contractor; and not to deviate from said plans, specifications and details, except on written order of the Contractor.

B. The Sub-Contractor certifies that he is an independent Contractor within the scope of all federal, state, and local codes, acts and ordinances and is solely responsible under all such codes, acts and ordinances for all payroll taxes, deductions, withholdings, and contributions. Sub-Contractor shall protect and fully indemnify the Owner, Contractor and Surety against all liability for claims and liens for labor, materials, equipment and suppliers, including attorneys fees, resulting therefrom which may accrue from labor employed by, or materials, equipment and supplies ordered by the Sub-Contractor. Nothing herein shall be construed as affecting the Sub-Contractor's rights to protect himself through claims or liens on his own behalf. Sub-Contractor shall indemnify the Contractor and owner against and save them harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits of liability, on account of any act or omission of the Sub-Contractor, or any of his officers, agents, employees or servants. The Sub-Contractor shall maintain Workmen's Compensation Insurance and Public Liability Insurance for Bodily Injury and Property Damage in an amount acceptable to the Contractor, the Sub-Contractor shall procure for the Contractor from the insuring company a certificate of insurance, evidencing the types of insurance and limits carried. Policies shall have a cancellation clause making it mandatory that ten days written notice be given the Contractor before any reduction or cancellation in coverage.

C. INDEMNIFICATION: Subcontractor shall defend, indemnify, and save harmless Contractor and Owner from any and all laborer's, materialmen's, and mechanic's liens upon the property and premises on which the Subcontract Work is being performed that arise out of such work, and shall keep such property and premises free and clear of all liens, claims, and encumbrances arising out of the performance of this Subcontract. Subcontractor shall defend, indemnify, and save harmless Contractor and its surety from any claims or causes of action asserted against Contractor's surety bonds by reason of the Subcontract Work or Subcontractor's breach of this Subcontract. Subcontractor shall defend, indemnify, and hold harmless Contractor and Owner from any

claims or suits for infringement of patents, or violation of patent rights by Subcontractor. If Subcontractor fails To do any of the foregoing, or lo bond around mechanic's liens or slop payment notices within ten (10) days of Contractor's demand, Contractor may deduct from sums then or thereafter due Subcontractor under this Subcontract or other agreement with Contractor, such amounts as Contractor may deem appropriate to defend, indemnify, and hold harmless Contractor and Owner from such liens, claims, encumbrances, and suits.

SUBCONTRACTOR BONDING: Concurrently with the execution of this Agreement, Subcontractor shall, if required by Contractor, execute a labor and material bond and performance bond, in an amount equal to one hundred percent (100%) of contract price. Said bonds shall be executed by a corporate surety acceptable to Contractor and shall be in a form satisfactory to Contractor. Contractor shall pay the premium on said bonds unless otherwise provide herein or in the Contract Documents.

SUBCONTRACTOR INSURANCE: Workers Compensation and Employers Liability Insurance shall be provided in amounts not less than: $1,000,000.00 for each accident for bodily injury by accident, $1,000,000.00 policy limits for bodily injury by disease. $1,000,000.00 each employee for bodily injury by disease. General Liability Insurance, Subcontractor shall carry primary and non-contributing Commercial General Liability Insurance covering all operation by or on behalf of Subcontractor providing insurance for bodily injury and property damage liability including but not limited to coverage for: (1) Premises and operations (2) products and completed operations (3) contractual liability insuring tort obligations assumed by Subcontract r In this Contract (4) Broad form property damage (including completed operations) (5) Explosion, collapse and underground hazards (including subsidence) (6) personal injury liability. The limits of liability shall but not less than the amounts required of Subcontractor under Contract Documents, but in no event less than: $1,000,000.00 each occurrence, $1,000,000.00. Personal injury liability $2,000,000.00. Aggregate for products-completed operations, $2,000,000. General aggregate. The general aggregate limit shall apply separately to subcontractor's work under this Contract, and shall be provided subject to those limits identified above or those limits specified in prime contract, whatever is greater. Contractor, its officers directors and employees, and Owner shall be named as Additional Insures under the Commercial General Liability policy provided by Subcontractor using CG2010 11/85 edition or an equivalent form. *Automobile Liability Insurance*, Subcontractor shall carry automobile insurance, including coverage for all owned hired and non-owned automobiles. The limits of liability shall not be less than$1,000,000. Combined single limit each accident for bodily injury and property damage. *Waiver of Subrogation*. Contractor and Subcontractor waive all rights such rights against each other and against all other subcontractors and Owner for loss or damage to the extend reimbursed by any insurance applicable to the work except such rights as they may have the proceeds of such insurance. Builders Risk. If Builders Risk insurance purchased by the Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/damage to other work caused by Subcontractor. If not covered under the Builders Risk policy, or any other insurance required by the Contract Documents, Subcontractor shall procure and maintain at its own expense insurance for portions of Subcontractor's work stored off site or in transit.

D. The Contractor shall pay or cause to be paid to the Sub-Contractor, on or before 10 days after receipt of monies from owner of each month 95% of the approved value of the materials supplied and work performed during the preceding month. If the retention withheld from the Contractor by the Owner is reduced, the retention withheld under this Agreement shall be reduced as applicable to work satisfactorily performed. Sub-Contractor shall furnish, if and when required by Contractor, payroll affidavits, receipts, vouchers, releases or claims of labor, material, men, and Sub-Contractors performing work or furnishing major items of materials under this Agreement, and it is agreed that no payment hereunder shall be made, except at Contractor's option, until and unless such releases are furnished. When the work is fully performed, accepted, and required guarantees furnished the Contractor, the entire amount retained shall be paid the Sub-Contractor not later than five days prior to the expiration date of the Sub-Contractor's "Mechanic Lien" period or _____30 days from the date his work was completed and accepted whichever is first. All payments to the Sub-Contractor are subject to further conditions shown in this contract.

E. If the Contractor does not pay the Sub-Contractor through no fault of the Sub-Contractor, within seven days from the time payment should be made, the Sub-Contractor may, without prejudice to any other remedy he may have, upon 48 hours written notice to the Contractor, stop his work until payment of the amount owing has been received.

F. The Contractor reserves the rights to retain out of the moneys due or to become due to the Sub-Contractor, an amount sufficient to indemnify the Contractor against loss by reason of lien or claim against the Sub-Contractor, including reasonable cost of litigation thereunder, if the Contractor might be held directly or indirectly liable for such lien or claim, until such liability shall cease to exist; to require as a prerequisite to making any payment to the Sub-Contractor, satisfactory evidence that the Sub-Contractor has paid or made arrangements to pay which are satisfactory to the Contractor, satisfactory evidence that the Sub-Contractor has paid or made arrangements to pay which are satisfactory to the Contractor, at least 95 per cent of the cost of the total work (labor, materials, taxes, etc.) for which much payment is to be made.

G. The Contractor has the right, to make written changes in the plans, specification and details. The Sub-Contractor shall be governed by such changes on presentation to him. Price allowances for extra work or deductions for reduced work caused by such changes shall be mutually agreed upon in writing. Such agreements shall be subject to arbitration as hereinafter provided.

II. CLAIMS RESOLUTION

1. In the case of a dispute between Contractor and Subcontractor which involves the Owner and/or Architect, and which arises from or relates to this Agreement, any claims resolution procedure incorporated in the Prime Contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder. In the absence of a claims resolution procedure in the Prime Contract, the parties hereto shall not be obligated to utilize arbitration or any other non-judicial method of dispute resolution. Subcontractor consents to be joined, at Contractor's option, in any arbitration, mediation or other dispute resolution proceeding that involves its Work.

2. If, and only if, the Contract Documents between Owner and Contractor call for arbitration, and an arbitration concerning or related to the Subcontractor's Work is commenced between the Owner and the Contractor, Subcontractor shall, upon demand of Contractor, become a party to such arbitration proceedings and shall submit to the jurisdiction and authority of the arbitrator, as well as to any award which may be rendered therein, which shall be binding as to Subcontractor. To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrators in a single proceeding. In this event, it shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to this Subcontract.

3. This Section shall not be deemed a limitation of any rights or remedies which Subcontractor may have under any Federal or State Mechanics' Lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by him.

4. If Contractor or Subcontractor shall bring any legal action or proceeding against the other that does not involve the Owner and/or Architect, it is hereby agreed that such action shall only be brought in a State or Federal Court located within the County of Sacramento, state of California, the location of Contractor's principal office, which Contractor and Subcontractor hereby agrees is the place at which this Subcontract was entered into and which shall be the only proper Venue for any such action.

5 If either party becomes involved in litigation and/or arbitration arising out of this Agreement or the performance thereof, the court and/or arbitrator in such litigation/arbitration, or in a separate suit, shall award reasonable costs and expenses, including attorneys' fees and expert costs, to the prevailing party. In awarding attorneys' fees, the court/arbitrator will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

I. If Sub-Contractor should neglect to prosecute the work diligently and properly or fail to perform any provisions of this contract, the Contractor, after three days written notice to the Sub-Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Sub-Contractor, provided, however, that if such action is based upon faulty workmanship, the Architect or Owner shall first have approved such action.

J. During the course of construction, the Sub-Contractor shall remove his waste materials and maintain the premises at all times in a clean and orderly condition. Upon completion of the work under this Agreement, the Sub-Contractor shall remove from the site all temporary structures and debris incident to his operation. If Sub-Contractor fails to clean-up within two days after written notification by the Contractor to do so, the Contractor may proceed with that function as he adjudges necessary and in the manner he may deem expedient, and will deduct the cost thereof from moneys due under this Agreement.

K. Contractor shall not backcharge Sub-Contractor unless Contractor shall have given Sub-Contractor 48 hour written notice prior to Contractors incurring any cost.
Sub-Contractor shall be billed and invoiced within thirty (30) days after the completion of the work for which the backcharge is made.

L. No payment made under this contract, except the final payment, shall be conclusive evidence of the performance of this contract, either in whole or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. In case of loss or destruction of said work by fire, earthquake, or any other cause, and in event that the Contractor is paid any money as payment for such loss or destruction, the Contractor shall pay a just share to the Sub-Contractor. Any riders or special conditions attached hereto shall become a part of this agreement upon the signature of both parties being affixed thereto. In case of default of either party nothing herein shall affect the rights of the injured party to adopt any legal means he may deem necessary to protect his interests and recover damages including reasonable attorney fees from the party in default.

M. If the Contractor fails to make any of the payments provided for herein when due, the Sub-Contractor shall have the right, after seven (7) days written notice delivered to the Contractor's last known address, to demand and receive, in addition to the sum due, interest thereon at the rate of ten (10) per cent per annum, beginning on the day following the above mentioned due date.

N. With the execution of this Agreement, Sub-Contractor shall if required by Contractor, and at Contractor's expense obtain a Labor and Material Bond and Faithful Performance Bond in an amount requested by Contractor. Said bonds shall be secured by a surety company acceptable to the Contractor.

O. Liquidated damages shall not be assessed against the Sub-Contractor unless they have been assessed against the Prime Contractor because of delays directly caused by the Sub-Contractor, only to extent such delays are the sole fault of the subcontractor.

P. To the best knowledge and belief of the parties this Agreement now contains no provision that is contrary to Federal or State Law or any ruling or regulation of a Federal or State agency. Should, however, any provision of this Agreement, at any time during its term be in conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted. In the event any provision of this Agreement is thus held inoperative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registar, Contractors' State License Board, 9835 Goethe Road, Sacramento, Ca 95827. Mailing address: P. O. Box 26000, Sacramento, Ca 95827.
CONTRACTOR'S STATE LICENSE BOARD, 9835 GOETHE ROAD, SACRAMENTO, CA 95827

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assigns on the day and year first above written.

GENERAL CONTRACTOR

BOBO CONSTRUCTION, INC.

By: _____

DATE: 4/6/18

X Corporation ___Partnership ___ Proprietorship

Contractor's State License No. 183537
Expiration date: 09/30/18
The Contractor's license number and expiration
Date stated herein are made under penalty of perjury.

SUB-CONTRACTOR

URATA & SONS CONCRETE, LLC.

By: _____

DATE: 4/18/18

___Corporation ___Partnership ___ Proprietorship
Fed. I. D. # 82-3505174 or
SS # _____
Sub-Contractor's State License No. 1035874
Expiration date: 2/29/20
The Sub-Contractor's license number and expiration
Date stated herein are made under penalty of perjury.

Approved and recommended for general use by Sacramento Builders' Exchange, Inc. 1331 T Street, Sacramento, California
January 1, 1973 Revised July 1990

ATTCHMENT "A"

URATA & SONS CONCRETE, INC.

NV Lic # 25626
CA. Lic #640637

3430 LUYUNG DRIVE - RANCHO CORDOVA, CA 95742
www.urataconcrete.com

Phone: (916)638-8384
Fax: (916)638-4376

Date: December 7, 2017

To: Bidding Contractors

Attention: Estimating

Project: DGS - Butte Unit Headquarters Fire Station Location: Ovoville, CA 96965

We are pleased to quote this project and proposed to furnish all labor, equipment, and materials for the following scope defined below based on the structural and civil bid documents by URS Approved May 19, 2017 for the lump sum price of:

Structural Concrete..... $1,367,030

Admin Building

Excavate and place concrete footings	approx . 50 CY
Form, place and finish slab on grade	approx . 10,125 SF
Form, place and finish curbs at slab on grade	approx. 440 LF

Warehouse Building

Excavate and place concrete footings	appro x. 210 CY
Form, place and finish slab on grade	appro x. 9,715 SF
Form, place and loading dock wall	appro x. 665 LF
Form , place and finish loading dock slab on grade	approx. 3,940 SF
Form , place and finish stairs at loading dock	approx . 70 SF
Form, place and finish curbs at slab on grade	approx . 440 LF

Wash Rack Building

Excavate and place concrete footings	appro x. 20 CY
Form, place and finish pedestals	2 each
Form, place and finish slab on grade	approx. 615 SF
Form, place and finish curbs at slab on grade	approx. 40 LF
Form, place and finish housekeeping pads	approx . 70 SF

Auto Shop Building

Excavate and place concrete footings	appro x. 110 CY
Form, place and finish slab on grade	approx . 10,705 SF
Form, place and finish curbs at slab on grade	approx. 40 LF
Place and finish grout at dozer plates	approx . 325 SF

Maintenance Building

Excavate and place concrete footings	approx . 20 CY
Form, place and finish slab on grade	appro x. 2,355 SF

Generator Building

Excavate and place concrete footings	approx . 25 CY
Form, place and finish slab on grade	appro x. 490 SF
Form, place and finish isolated pads	appro x. 85 SF

Auto Shop Building

Excavate and place concrete footings	appro x. 110 CY
Form, place and finish slab on grade	approx. 1,825 SF
Form , place and finish curbs at slab on grade	approx. 165 LF
Place and finish grout at dozer plates	approx . 325 SF

Barracks Building

Excavate and place concrete footings	approx. 95 CY
Form , place and finish slab on grade	approx. 8,060 SF
Form, place and finish curbs at slab on grade	approx. 455 LF

Fitness Building

Excavate and place concrete footings	approx. 15 CY
Form, place and finish slab on grade	approx . 1,125SF
Form, place and finish curbs at slab on grade	appro x. 135 LF

Site Concrete **$1,522,015**

Form, place and finish sidewalks	approx. 12,320 SF
Form, place and finish PCC Ramp	approx. 715SF
Form, place and finish PCC Paving	approx. 98,000 SF
Form, place and finish vertical curbs	approx. 775 LF
Form, place and finish containment curbs	approx. 140LF
Form, place and finish curbs and gutters	approx. 1,070LF
Form, place and finish valley gutters	approx. 1,700LF
Form, place and finish concrete benches footings	approx. 105 LF
Excavate, place and finish CMU wall footings	approx. 1,555 LF
Form, place and finish CIP walls at stairs	approx. 60LF
Form, place and finish CIP Stairs	approx. 70SF
Form, place and finish Hose Rack pad	approx. 130 SF
Form, place and finish housekeeping pads	approx. 1,125 SF
Form, place and finish trash enclosure	approx. 160 SF
Excavate and place shade structure footings	approx.30CY
Form, place and finish trench drain	approx. 50SF
Form, place and finish pump test pit	approx. 200 SF
Excavate, set post, and place bollard footings	115Each
Excavate, set base, and place flag pole footings	3 each

Specific Inclusions:

1. Construction layout from General Contractor's engineered corners and column lines.
2. Fine grading as required.
3. Structural excavation of footings only with concrete placed into neat cut footing excavati ons.
4. Furnish and install rock, vapor barrier , and sand below slab on grade.
5. The above pricing is based on all slab pours with the possibility of being poured during off hours at Urata's discretion.
6. Standard spray on cure only.
7. Providing an as cast concrete finish which has the texture imparted by the form material. Patching of rock pockets, if any.
8. Urata's formwork to provide concrete surfacing in conformance with ACI 347 Class B tolerance.
9. Saw-cut control joints at slab on grade.
10. AB219 regulations and compliance
11. OSHA silica compliance.

SPECIFIC EXCLUSIONS:

1. Auger/drilled cast concrete piers/piles
2. Survey for building corners and column lines.
3. All mass excavation, mass grading, backfill, or compaction . Unless noted on Attachment B.
4. All drilling, jackhammering or blasting of hard rock, caliche, lava mudflows, tree roots, stumps, etc . at footing excavation not removable by normal backhoe operation to be excavated and removed by others.
5. Forming of footings.
6. Earth shoring, or tiebacks, or underpinning.
7. Discoloration resulting from curing blankets, protective coverings or thermal protection is inherent in the use of these products. Any resulting remedial work or costs are excluded.
8. All slab on grade sub grade by others to+/-½ of .1'.
9. Concrete and aggregate thicknesses and requirements per structural drawings only.
10. Pad certification.
11. Over excavation and engineered or lean concrete fill.
12. All rebar, steel reinforcing, rebar safety caps, post tension cables, chairs, slab dowels, etc. unless.
13. All rebar pieces, tie wires, cut tendons and the like to be removed from all pour areas by others prior to pours.

14. Testing, bonds, permits and inspections. Bonding is available, however, the cost will be borne by the General Contractor shall be an addition to this proposal (bond rate, approx. 0.56%).
15. Adverse weather conditions (wind, rain, snow, temperatures, etc.).
16. Layout and shop drawings for all bolt locations provided to Urata by others.
17. Dust control, water truck, and snow or ice removal, temporary heat if required.
18. All embeds, stair nosings, hold downs and bolts to be furnished by others (set by Urata).
19. Storing of embeds.
20. All layout and back checks of framing bolts, hold-downs, etc. by General Contractor.
21. Slab on grade tolerance shall be checked within 24 hours of pour as per ACI. Urata and Sons will not be responsible for heaving or settlement of slabs beyond the 24- hour period.
22. Sealers, sealants, hardeners, or special treatments of concrete.
23. Water, paper or moist cure.
24. All sandblasting.
25. Waterstop, waterproofing, vapor emission control systems, insulations below slabs, or other non-typical concrete scope items.
26. All shoring for footing excavations.
27. No formwork penetrations by MEP subcontractors.
28. All MEP block-outs, embeds, layout, etc...
29. All embeds furnished by others (set by Urata). Courtesy holes for all embeds to be provided by others per Urata's review for size and location.
30. General Contractor to provide location for concrete washout debris and access for off-haul.
31. Footing formwork.
32. Power and water to be supplied by General Contractor at convenient locations for Urata's use.
33. All CMU work including, but not unlimited to bond beams, caps, fill, dovetail slots, etc...rubatex, visqueen, top of wall grout, etc...
34. Urata & Sons Cement, Inc. is not responsible for concrete cracking which occurs naturally caused by many factors beyond Urata's control.
35. Taping, caulking or modifications of forms to conceal form and plywood joints.
36. Concrete mix designs will be submitted per specifications for approval and poured accordingly. Floor slab moisture testing and mitigation or repairs are excluded from this proposal.
37. Forming or pouring concrete topping over plywood at catwalks, balconies, etc...by others.
38. Drain mats.
39. Perimeter drain embeds and the like.
40. Precast concrete stairs.
41. Pressure epoxy grouting.
42. All repairs of cracking or deflection.
43. Temporary stairs and/or other temporary structures.
44. Bracing or lateral shoring of completed concrete walls, CMU walls, shotcrete walls.
45. Hoisting for the work of other trades.
46. All waterproofing, drain boards, drain pipe, drain rock, insulation, or like products, etc...by others.
47. Excavation of site curbs, gutters, thickened edges, or thickened areas.
48. Aggerate materials below site concrete (rock, sand, Class II AB).
49. Backfill for any site concrete.
50. Special treatment to site concrete including color additives, stains, sealers, sealants, etc.
51. Drainage systems, utility thrust blocks, site lighting, or gravity retaining wall footings.
52. All items not specifically included herein are specifically excluded.

GENERAL CONTRACTOR TO PROVIDE:

1. Layout and benchmarks as required; permanent control points to be maintained at each level, or as required.
2. Temporary water supply, toilets and electrical power for hand tools at convenient locations.
3. Necessary dewatering and removal of rainwater, and weather protection.
4. Access into jobsite for delivery of materials.
5. The contractor shall furnish all temporary site facilities including suitable storage space, hoisting, if necessary, temporary electrical and water at no cost to Urata.
6. All safety items for the protection of all personnel on the job as required by (NEV/DOSH- CALIOSHA), such as but not limited to guardrails, barricades and/or covers for openings in floors, temporary stairs, and safe access to working areas.
7. Engineered pad to be(+/-) 0.05' (foot) net zero sub-grade.
8. Access ladders, stairs and temporary lighting at each level.
9. Urata shall use standard MDO plywood for wall and deck forming, and reuse at Urata's own discretion .
10. Urata's exposed formwork shall conform to ACI 347 - "Class B" standards,+/- 1/4". All costs incurred to bring slab soffit finish beyond "Class B" shall be by General Contractor.
11. The General Contractor shall provide sufficient unobstructed space for erection and removal of forms. Where same extends below grade, to top of footings, General Contractor shall maintain such working space in dry condition until all such forms are removed.
12. Urata erection crews will dispose of their own bulk formwork debris into General Contractor supplied dumpster, and will not be responsible for pro-rata clean-up charges. Dumpster to be furnished by General Contractor. Sweep able material to be removed by others.
13. Benchmarks and elevations are to be provided at each level by others and should be clearly marked on walls and columns at each level.

GENERAL TERMS & CONDITIONS: Scope of work reflects the following general conditions and general terms. A more comprehensive scope of general conditions and general terms is attached and shall be considered part of this proposal.

1. If Urata & Sons is authorized to proceed with work prior to a fully executed Subcontract Agreement, it shall be understood and agreed that this proposal shall govern and take precedence until such time as a mutually agreed upon Subcontract is executed.
2. This proposal will be listed on subcontract agreement as an attachment.
3. Urata's own general conditions and general terms shall be incorporated into any Subcontract Agreement.
4. Urata & Sons Cement, Inc. will not perform change order work without a written directive from General Contractor.
5. **Urata & Sons is not responsible for ready mix cost fluctuations due to the current shortages and unavailability of material.**
6. Retention withheld shall not exceed 5% of the contract amount and any retention withheld shall be paid no later than thirty (30) days after the completion of our work.
7. General liability insurance aggregate shall be maximum $2,000,000.
8. General Contractor shall provide all risk property insurance acceptable to Urata. Urata shall not be responsible for flood and earthquake damage and property insurance deductibles.
9. Urata & Sons shall follow the guidelines of its own established safety program and will conform to all OSHA requirements. Any additional safety training required or specialized safety requirements beyond that included in Urata's policy shall be provided for by the General Contractor, at no added cost to Urata.
10. In the event of a claim or dispute between General Contractor and Subcontractor which cannot be mutually resolved in a reasonable period of time,
11. Participation in penalties or liquidated damages which are not a direct result of Urata & Sons' operations.
12. Urata & Sons shall indemnify and hold harmless only to the extent of our negligence.
13. General Contractor to provide building corners and column lines.
14. General Contractor to provide access ladders, stairs, temporary lighting, power and water if necessary.

15. General Contractor to provide temporary power and water within 100 feet of work area and at all levels of the building.
16. General Contractor to provide necessary dewatering, mucking out, and removal of rainwater.
17. General Contractor to provide adequate area for job trailer and material st orage.
18. General Contractor to provide any and all dumpsters and shall be responsible for dump fees, etc.
19. General Contractor to provide sufficient access in and around buildings for the performance of Urata's work (rocked and graded).
20. This proposal is based upon an eight (8) hour work day, five (5) day work week.
21. This proposal is based on a mutually agreed upon sequence and schedule established by Urata and General Contractor.

Thank you for the opportunity to provide pricing on this project. If you should have any questions, please do not hesitate to contact me.

Sincerely,
URATA & SONS CEMENT, INC.

Accepted By:

_____
Signature/Date

Bill Naramore
Sr. Estimator
Email: billn@urataconcrete .com

Signature/Date

NV Lic # 25626
CA. Lic #640637

Date:

Job Name:

Exhibit 2

CALIFORNIA PRELIMINARY NOTICE – PUBLIC WORKS

(THIS NOTICE IS GIVEN PURSUANT TO CALIFORNIA CIVIL CODE §§ 8034(b), & 8106-8118, 9300 et seq.)

18-106

TO:	PUBLIC ENTITY (CA Civ. Code §§ 8036, 9302)	DIRECT CONTRACTOR (CA Civ. Code § 8018)	1ST TIER SUBCONTRACTOR (IF APPLICABLE) (CA Civ. Code § 8046)
NAME:	State of California, Dept. of General Service	BOBO Construction, Inc.	
ADDRESS:	707 3rd Street	9722 Kent Street	
	West Sacramento, CA 95605	Elk Grove, CA 95624	

YOU ARE HEREBY NOTIFIED THAT:

Name: Urata & Sons Concrete, LLC.

Address: 3430 Luyung Drive, Rancho Cordova, CA 95742

Relationship to the parties of the one giving this notice (subcontractor, supplier, describe if otherwise): Subcontractor

HAS FURNISHED OR WILL FURNISH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

Concrete

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: 176 Nelson Ave., Oroville, CA 95965

or Description: Butte Unit Headquarters Fire Station

THE PERSON OR FIRM TO WHOM SUCH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL IS PROVIDED:

Name: BOBO Construction, Inc.

Address: 9722 Kent Street, Elk Grove, CA 95624

AN ESTIMATE OF THE TOTAL PRICE OF THE WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL PROVIDED TO DATE IS:

Amount:$ 2,889,045.00

AN ESTIMATE OF THE TOTAL PRICE OF THE WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL TO BE PROVIDED IS

Amount:$ 2,889,045.00

PROOF OF SERVICE DECLARATION

I, Kelly Urata, declare that I served copies of the above **CALIFORNIA PRELIMINARY NOTICE – PUBLIC WORKS**, (check appropriate box):

a. ☐ By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____, _____ (date), at _____, _____.m. (time)

b. ☑ By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on 07 March, 2018 (date).

c. ☐ By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

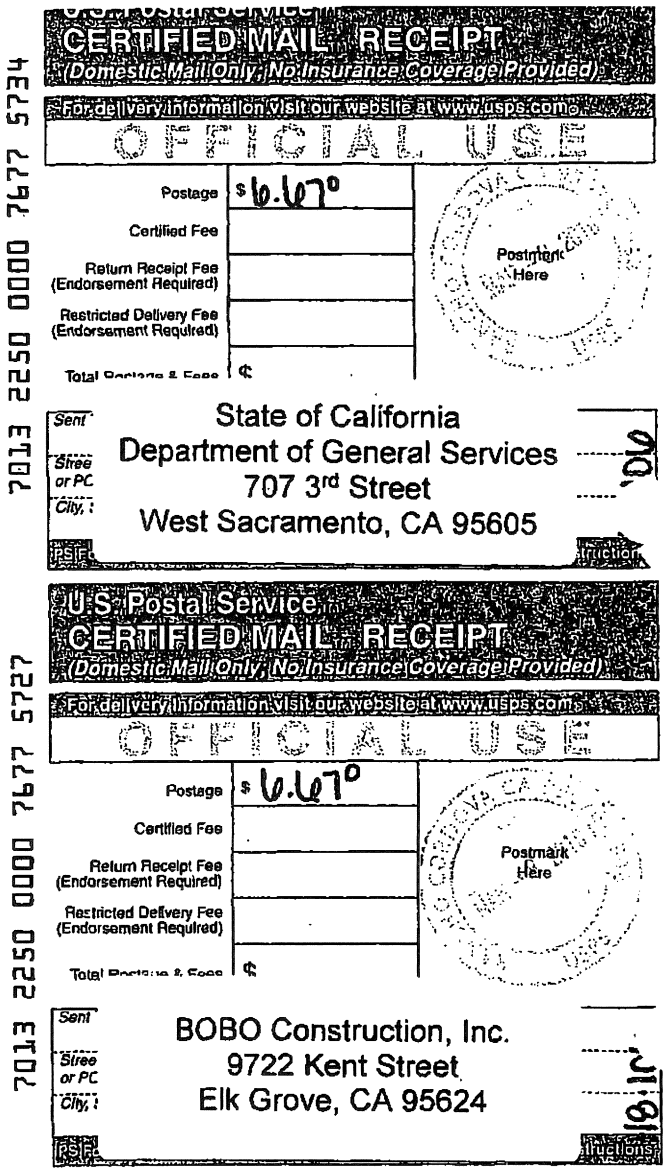
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 07 March, 2018 (date), at Rancho Cordova (City), CA (State).

_____

(Signature of Person Making Service)

© Porter Law Group, Inc. 2015


CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE
Postage $6.67
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Postmark Here
7013 2250 0000 7677 5734
State of California
Department of General Services
707 3rd Street
West Sacramento, CA 95605
U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE
Postage $6.67
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Postmark Here
7013 2250 0000 7677 5727
BOBO Construction, Inc.
9722 Kent Street
Elk Grove, CA 95624

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

State of California
Department of General Services
707 3rd Street
West Sacramento, CA 95605

9590 9402 2944 7094 0348 64

2. Article Number *(Transfer from service label)*
7013 2250 0000 7677 5734

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Dann T Powell ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Return Receipt for Merchandise
☑ Signature Confirm.
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BOBO Construction, Inc.
9722 Kent Street
Elk Grove, CA 95624

9590 9402 2944 7094 0348 71

2. Article Number *(Transfer from service label)*
7013 2250 0000 7677 5727

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Chris Bon C. Date of Delivery 3/12/18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Return Receipt for Merchandise
☑ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Exhibit 3

State of California . State and Consumer Services Agency . GAVIN NEWSOM
DEPARTMENT OF GENERAL SERVICES
Accounting and Financial Services
707 3rd Street, 10th Floor
West Sacramento, CA 95605

URATA CONCRE

18-NOV-2020

NOV 23 REC'D

URATA & SONS CONCRETE LLC RECEIVED
3430 LUYUNG DRIVE
RANCHO CORDOVA CA 95742

Stop Notice:	$753,589.44	$941,986.80 for 125%
For:	Labor and Material	
Notication of Acceptance:	NONE	
Furnished to:		
Contract #:	6340(F$ 14239)	
Contractor:	BOBO CONSTRUCTION INC 9722 KENT STREET ELK GROVE CA 95624	

The above stop notice claim was received and filed on 18-Nov-2020.

Once a stop notice claim is filed, the Department merely withholds money for the period prescribed in Civil Code Section 9358. Stop notice money shall not be retained longer than 120 days after the County recordation of the Notice of Completion unless legal action is begun by the claimant.

Sincerely,

RENEE HUARTE
Disbursing Officer

CC:
Bond # 9255440
FIDELITY AND DEPOSIT CO OF MARYLAND
525 MARKET STREET SUITE 2900
SAN FRANCISCO CA 94105

CONTRACT MANAGER - SHARLINI TAYLOR

PROJECT DIRECTOR - GREENLEAF, WILLIAM D

STOP PAYMENT NOTICE—PUBLIC WORKS
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS
(CA CIVIL CODE §§ 8044, 9350 et seq.)

6340

TO:	PUBLIC ENTITY (CA Civ. Code §§ 8036, 9354)	DIRECT CONTRACTOR (CA Civ. Code § 8018)	CONSTRUCTION LENDER, if any (CA Civ. Code § 8006)
NAME:	State of California, Dept. of Gen.Services	BOBO Construction, Inc.	Alliant
ADDRESS:	707 3rd Street	9722 Kent Avenue	1949 W. Kellman Lane, Suite 200
	West Sacramento, CA 95605	Elk Grove, CA 95624	Lodi, CA 95242

YOU ARE HEREBY NOTIFIED THAT (Claimant):

Name (Use correct legal name): Urata & Sons Concrete, LLC

Address: 3430 Luyung Drive Rancho Cordova, CA 95742

Relationship to the parties of the one giving this notice (subcontractor, supplier, describe if otherwise): Subcontractor

HAS FURNISHED WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

Concrete

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: 176 Nelson Avenue, Oroville, CA 95965

or Description: Butte Unit Headquarters Fire Station

THE PERSON OR FIRM TO WHOM SUCH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL IS PROVIDED:

Name: BOBO Construction, Inc.

Address: 9722 Kent Avenue, Elk Grove, CA 95624

THE VALUE OF THE WHOLE AMOUNT OF WORK, LABOR, SERVICES, EQUIPMENT AND/OR MATERIALS TO BE PROVIDED IS:

Amount:$

THE VALUE OF WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL PROVIDED TO DATE IS:

Amount:$ $3,548,378.00

2020 NOV 9 P 3:34

CLAIMANT HAS BEEN PAID THE SUM OF $ $2,794,788.56
AND THERE REMAINS UNPAID AFTER DEDUCTING ALL JUST CREDITS AND OFFSETS THE SUM OF $ $753,589.44
TOGETHER WITH INTEREST AT THE RATE OF 10 **% PER ANNUM, FROM** November 11, 2020 (date).

UNDER CALIFORNIA CIVIL CODE § 9358 YOU ARE REQUIRED TO SET ASIDE SUFFICIENT FUNDS TO SATISFY THIS CLAIM WITH INTEREST, COURT COSTS AND REASONABLE COSTS OF LITIGATION, AS PROVIDED BY LAW. YOU ARE ALSO NOTIFIED THAT CLAIMANT CLAIMS AN EQUITABLE LIEN AGAINST ANY CONSTRUCTION FUNDS FOR THIS PROJECT WHICH ARE IN YOUR HANDS.

DATE: November 11, 2020 **NAME OF CLAIMANT:** Urata & Sons Concrete, LLC
(Firm Name)

BY: _____
(Signature of Claimant or Authorized Agent)

VERIFICATION

I, Kelly Urata, state: I am the CEO (Owner of, President of, Authorized Agent of, Partner of, etc.) the claimant named in the foregoing STOP PAYMENT NOTICE – PUBLIC WORKS. I have read said STOP PAYMENT NOTICE – PUBLIC WORKS and know the contents thereof; the same is true of my own knowledge.

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

Executed on November 11, 2020 (date), at Rancho Cordova (City), CA (State).

_____
(Signature of Claimant or Authorized Agent)

© Porter Law Group, Inc. 2015

Exhibit 4

State of California . State and Consumer Services Agency . GAVIN NEWSOM
DEPARTMENT OF GENERAL SERVICES
Accounting and Financial Services
707 3rd Street, 10th Floor
West Sacramento, CA 95605

URATA CONCRETE, INC.
NOV 23 REC'D
RECEIVED

19-NOV-2020 (Revised from letter dated 18-Nov-2020)

URATA & SONS CONCRETE LLC
3430 LUYUNG DRIVE
RANCHO CORDOVA CA 95742

Stop Notice:	$703,777.75	$879,722.19 for 125%
For:	Labor and Material	
Notication of Acceptance:	NONE	
Furnished to:		
Contract #:	6340(F$ 14239)	
Contractor:	BOBO CONSTRUCTION INC 9722 KENT STREET ELK GROVE CA 95624	

The above stop notice claim was received and filed on 18-Nov-2020.

Once a stop notice claim is filed, the Department merely withholds money for the period prescribed in Civil Code Section 9358. Stop notice money shall not be retained longer than 120 days after the County recordation of the Notice of Completion unless legal action is begun by the claimant.

Sincerely,

RENEE HUARTE
Disbursing Officer

CC:
Bond # 9255440
FIDELITY AND DEPOSIT CO OF MARYLAND
525 MARKET STREET SUITE 2900
SAN FRANCISCO CA 94105

CONTRACT MANAGER - SHARLINI TAYLOR

PROJECT DIRECTOR - GREENLEAF, WILLIAM D

PARTIAL RELEASE OF STOP PAYMENT NOTICE – PUBLIC WORKS 6340

Civil Code §§ 8100, et seq., and 9350, et seq.

Claimant:

Name: Urata & Sons Concrete, LLC

Address: 3430 Luyung Drive

City: Rancho Cordova State: CA Zip: 95742

To Public Entity:

Name: State of California, Dept. of Gen.Services

Address: 707 3rd Street

City: West Sacramento State: CA Zip: 95605

The name of the person or firm to whom labor, materials and equipment are provided:

Name: BOBO Construction, Inc.

Address: 9722 Kent Avenue

City: Elk Grove, State: CA Zip: 95624

To Direct Contractor or Reputed Direct Contractor:

Name: BOBO Construction, Inc.

Address: 9722 Kent Avenue

City: Elk Grove State: CA Zip: 95624

To Construction Lender or Reputed Construction Lender: (or Agency responsible for disbursing construction funds)

Name: Alliant

Address: 1949 W. Kettman Lane, Suite 200

City: Lodi State: CA Zip: 95242

General description of the labor, service, equipment, or materials furnished or to be furnished and an estimate of the total price thereof:

Project Name: Butte Unit Headquarters Fire Station

Address: 176 Nelson Avenue, Oroville, CA 95965

Lot/Subdivision:

PARTIAL RELEASE

The undersigned Claimant does hereby partially release from the effect of that certain Stop Payment Notice served on November 11, 2020 (date) against the Public Entity, Direct Contractor, and/or Construction Lender as described above which at the time was in the amount of $ 753,589.44.

This partial release/reduction hereby reduced the Stop Payment Notice amount by the sum of: $ 49,811.69.

After credit of the sum which partially releases/reduces the Stop Payment Notice, the remaining sum to be withheld is $ 703,777.75.

Dated: November 13, 2020 **By:** C Phillipe

Name/Title Christina Phillipe, Controller

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On November 13, 2020 (date), before me, Susan Bigler, Notary Public, personally appeared Christina Phillipe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN BIGLER
Notary Public - California
Sacramento County
Commission # 2167165
My Comm. Expires Oct 18, 2020

Susan Bigler

Name: Susan Bigler, Notary Public

The notary commission extended pursuant to Executive Order N-63-20

© 2012 Law Office of John L. Boze

Exhibit 5

PARTIAL RELEASE OF STOP PAYMENT NOTICE – PUBLIC WORKS

Civil Code §§ 8100, et seq., and 9350, et seq.

Claimant:

Name: URATA & SONS CONCRETE, LLC.

Address: 3430 LUYUNG DRIVE

City: RANCHO CORDOVA State: CA Zip: 95742

To Public Entity:

Name: STATE OF CA, DEPT OF GENERAL SERVICES

Address: 707 3RD STREET

City: W. SACRAMENTO State: CA Zip: 95605

The name of the person or firm to whom labor, materials and equipment are provided:

Name: BOBO CONSTRUCTION, INC.

Address: 9722 KENT AVENUE

City: ELK GROVE State: CA Zip: 95624

To Direct Contractor or Reputed Direct Contractor:

Name: BOBO CONSTRUCTION, INC.

Address: 9722 KENT AVENUE

City: ELK GROVE State: CA Zip: 95624

To Construction Lender or Reputed Construction Lender: (or Agency responsible for disbursing construction funds)

Name: ALLIANT

Address: 1949 W. KELLMAN LANE, SUITE 200

City: LODI State: CA Zip: 95242

General description of the labor, service, equipment, or materials furnished or to be furnished and an estimate of the total price thereof:

Project Name: BUTTE UNIT HEADQUARTERS FIRE STATI

Address: 176 NELSON AVENUE, ORORVILLE, CA 95965

Lot/Subdivision: _____

PARTIAL RELEASE

The undersigned Claimant does hereby partially release from the effect of that certain Stop Payment Notice served on NOVEMBER 11, 2020 (date) against the Public Entity, Direct Contractor, and/or Construction Lender as described above which at the time was in the amount of $ 703,777.75.

This partial release/reduction hereby reduced the Stop Payment Notice amount by the sum of: $ 5,100.00.

After credit of the sum which partially releases/reduces the Stop Payment Notice, the remaining sum to be withheld is $ 698,677.75.

Dated: February 2, 2021.

By: _____

Name/Title Kelly Urata - CEO

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On February 2, 2021 (date), before me, Susan Bigler, Notary Public, personally appeared Kelly Urata, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

The notary commission extended pursuant to Executive Order N-63-20

SUSAN BIGLER
Notary Public - California
Sacramento County
Commission # 2167165
My Comm. Expires Oct 18, 2020

Name: Susan Bigler, Notary Public

© 2012 Law Office of John L. Boze

Exhibit 6

EXHIBIT A

EXHIBIT A

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT

(Public Contract Code Sections 7103 and 10221)

BOND NO. 9265440

The premium on this bond is Included In Conjunction with Performance Bond for the term of Agreement Number 6340

Know All Men By These Presents:

That the State of California, acting by and through the Department of General Services, has awarded to Bobo Construction, Inc, whose address for service is 9722 Kent Street, Elk Grove, CA 95624, as Principal, a contract for the work described as follows:

Project Title: Butte Fire Station/Unit Headquarters Replace Facility, Department of Forestry and Fire Protection

Project Location: Oroville, Butte County, CA

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Surety Corporation organized under the laws of Maryland, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of Twenty-Four Million Five Hundred Eighty-Six Thousand Ten Dollars and No Cents, ($24,586,010.00), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to 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.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective January 16, 2018

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (NAME OF SURETY)

525 Market St., Ste. 2900, San Francisco, CA 94105 (ADDRESS FOR SERVICE)

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in Lodi, CA (CITY AND STATE) on January 16, 2018 (DATE)

X _____ (SIGNATURE OF ATTORNEY IN FACT)

Karen Amin, Attorney-In-Fact (PRINTED OR TYPED NAME OR ATTORNEY IN FACT)

STATE OF CALIFORNIA
Std. 807 (Rev 9-17)

EXHIBIT A

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On January 16, 2018 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Loper (Seal)

TCB2 JENNIFER LOPER TCB2
COMM. #2177989
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires JAN 27, 2021

EXHIBIT A

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel M. CONNOLLY, David SCHNAPP, Karen AMIN and Jennifer LOPER, all of Lodi, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 4th day of December, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Joshua Lecker

_____
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 4th day of December, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 016-3033D

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Eileen M. Diepenbrock/Chris A. McCandless (SBN 119254/210085) Diepenbrock Elkin Dauer McCandless LLP 555 University Avenue, Suite 200 Sacramento, CA 95825 TELEPHONE NO.: (916) 492-5000 FAX NO. (Optional): (916) 446-2640 E-MAIL ADDRESS (Optional): ediepenbrock@diepenbrock.com ATTORNEY FOR (Name): Plaintiff	FILED/ENDORSED DEC 15 2021 By: M. Williams, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 Ninth St. MAILING ADDRESS: CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME:	
PLAINTIFF/PETITIONER: URATA & SONS CONCRETE, LLC DEFENDANT/RESPONDENT: BOBO CONSTRUCTION, INC., et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: 34-2021-00294023

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

BY FAX

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [X] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name):* on *(date):*
   (4) [ ] Cross-complaint filed by *(name):* on *(date):*
   (5) [X] Entire action of all parties and all causes of action
   (6) [ ] Other *(specify):**
2. *(Complete in all cases except family law cases.)*
   The court [ ] did [X] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date: December 15, 2021

Eileen M. Diepenbrock/Chris A. McCandless
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
[X] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-Complainant

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**
Date:

_____
(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-Complainant

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for the cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

(To be completed by clerk)
4. [X] Dismissal entered as requested on *(date):* DEC 15 2021
5. [ ] Dismissal entered on *(date):* as to only *(name):*
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify):*

7. a. [ ] Attorney or party without attorney notified on *(date):*
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: DEC 15 2021 Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]
CEB ceb.com | Essential Forms

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.;
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

PLAINTIFF/PETITIONER: URATA & SONS CONCRETE, LLC DEFENDANT/RESPONDENT: BOBO CONSTRUCTION, INC., et al.	CASE NUMBER: 34-2021-00294023

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived fees and costs in this action for *(name):*
2. The person in item 1 is *(check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and costs that were waived in this action have been paid to the court *(check one):* ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

PROOF OF SERVICE

I, the undersigned, declare as follows:

I am over 18 years of age and not a party to the within action; my email address is mjakovas@diepenbrock.com and my address is 555 University Avenue, Suite 200, Sacramento, California, 95825. I am employed in Sacramento County, California.

On December 15, 2021, I caused to be served a copy of the following document(s):

REQUEST FOR DISMISSAL

on the following interested parties in the above-referenced case number to the following:

Attorney for Bobo Construction Sean-Thomas P. Thompson O'Connor Thompson McDonough Klotsche 2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833 Email: sean@otmklaw.com T: 916-993-4546	

[ ] BY MAIL [CCP 1013] By following ordinary business practice, placing a true copy thereof enclosed in a sealed envelope, for collection and mailing with the United States Postal Service where it would be deposited for first class delivery, postage fully prepaid, in the United States Postal Service that same day in the ordinary course of business.

[ ] BY OVERNIGHT DELIVERY Depositing copies in an envelope or package of the above documents in a box or other facility regularly maintained by Federal Express, with delivery fees paid.

[X] ELECTRONIC SERVICE [CRC rule 2.251] I emailed from my email listed above to the addresses listed above, provided to me by that counsel.

I declare under penalty of perjury under the laws of the State of California that the information submitted is true and correct and that this declaration was executed on December 15, 2021 at Sacramento, California.

Margarita Jakovas

Diepenbrock Elkin | Dauer McCandless LLP

Attachment H

Lynn A. Shinmoto, Esq., (SBN 94808)
DEVIRIAN & SHINMOTO
PROFESSIONAL CORPORATION
2945 Townsgate Road, Ste. 200
Westlake Village, California 91361

Telephone: (805) 342-0169
E-Mail: Lshinmoto@devshin.com

Attorneys for Plaintiff

FILED
Superior Court of California
County of Butte
7/6/2020
Kimberly Flener, Clerk
By C. Tilton Deputy
Electronically FILED

SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE

A & A READY MIXED CONCRETE, INC., a corporation, doing business as A & A CONCRETE SUPPLY, INC.,

Plaintiff,

vs.

BOBO CONSTRUCTION, INC., a corporation; STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, a public body; JOHN DOE 1 AS SURETY; and JOHN DOES 2 TO 100, Inclusive,

Defendants.

Case No.:20CV01307

[Unlimited Jurisdiction]

COMPLAINT

[Recovery Under Notice to Withhold; Labor and Material Bond]

Amount of Claim: $25,084.71

COMES NOW THE PLAINTIFF, AND FOR A CAUSE OF ACTION AGAINST THE DEFENDANTS BOBO CONSTRUCTION, INC., A CORPORATION; STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES AND JOHN DOES 2 TO 100 INCLUSIVE FOR RECOVERY UNDER NOTICE TO WITHHOLD, COMPLAINS AND ALLEGES AS FOLLOWS:

.../// ...///

1) The defendants, JOHN DOES 2 TO 100, inclusive, are sued herein under the foregoing fictitious names for the reason that the plaintiff does not now know their true names or capacities, but upon ascertaining same, plaintiff will ask leave of Court to amend this Complaint and to insert herein their true names and capacities.

2) At all times herein mentioned, the defendants and each of them were the agents, servants and employees of each of the other remaining defendants, and were at all times acting within the purpose and scope of said agency and employment.

3) The plaintiff, A & A READY MIXED CONCRETE, INC. is a corporation doing business as A & A CONCRETE SUPPLY, INC. (hereinafter referred to as "A & A CONCRETE") is a corporation organized and existing under the laws of the State of California. The plaintiff is informed and believes and based on said information and belief alleges that the defendant, BOBO CONSTRUCTION INC. (hereinafter referred to as "BOBO CONSTRUCTION") is a corporation. Plaintiff is informed and believes and based on said information and belief alleges that the defendant, STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES (hereafter referred to as "SCDGS") is a public entity.

4) The contract hereinafter referred to was performed in the City of Oroville, County of Butte, State of California.

5) The defendant BOBO CONSTRUCTION and JOHN DOES 2 TO 100, inclusive, were at all times herein mentioned engaged in the construction of a work of improvement described as Butte Unit Headquarters Fire Station and located at 176 Nelson Avenue in the City of Oroville, County of Butte, State of California.

6) From on or about November 14, 2019 through on or about February 5, 2020, at the written instance and request of CHARLES FRANKLIN REYNOLDS, individually and doing business as C REYNOLDS FOR MASONRY plaintiff furnished materials, and in particular, ready mixed concrete, which were furnished to be used and in fact were used in said work of improvement upon said property. The reasonable and agreed value of the materials so furnished and consumed in said work of improvement is the sum of $25,084.71.

7) Although demand has been made upon defendants and each of them for the payment of the sum of $25,084.71, the defendants and each of them have failed and refused and continue to fail and refuse to pay said sum and whole thereof is now due, owing and unpaid from defendants to plaintiff.

8) The defendant, SCDGS held and now holds a fund of money which fund is to be used for the purpose of paying the construction costs of said work of improvement.

9) On or about March 27, 2020, plaintiff delivered to the defendant SCDGS a notice pursuant to California Civil Code Section 9000 et seq. which notice sets forth the name of the person to whom said materials were furnished, the description and value of the materials so furnished, and a description of the property upon which said materials were furnished.

10) The plaintiff is informed and believes and based on said information and belief alleges that at the time of the delivery of said notices, there were sufficient monies to satisfy the demand of plaintiff in the fund held by the said defendant.

.../// ...///

11) Plaintiff is informed and believes and upon such information and belief alleges that its stop notices were served within the time provided by Civil Code Section 9356 and that fewer than ninety (90) days have elapsed following the expiration of the period within which stop notices must be filed as provided in Civil Code Section 9356.

12) The defendants and each of them claim some right, title or interest in and to the fund now held by the defendant, SCDGS which claims are subordinate and inferior to the claim of plaintiff herein.

FOR A SECOND, FURTHER AND SEPARATE CAUSE OF ACTION AGAINST THE DEFENDANTS BOBO CONSTRUCTION, INC.; JOHN DOE 1 AS SURETY AND JOHN DOES 2 TO 100 INCLUSIVE FOR LABOR AND MATERIAL BOND, PLAINTIFF COMPLAINS AND ALLEGES AS FOLLOWS:

13) Plaintiff repeats paragraphs 1, 2 and 3 and makes them a part of this, its Second Cause of Action, as though fully set out herein.

14) Prior to the date plaintiff furnished materials as aforesaid, the defendants, BOBO CONSTRUCTION and JOHN DOES 2 TO 100, inclusive, entered into an agreement with the JOHN DOE 1 AS SURETY wherein and whereby the defendants BOBO CONSTRUCTION and JOHN DOES 2 TO 100, inclusive, agreed to provide labor and materials to a work of improvement described as Butte Unit Headquarters Fire Station and located at 176 Nelson Avenue in the City of Oroville, County of Butte, State of California. The said agreement, among other things, provided for the furnishing of materials which were furnished by plaintiff.

.../// ...///

15) Prior to the date upon which plaintiff furnished the materials as aforesaid, the defendant BOBO CONSTRUCTION as principal, and the defendant JOHN DOE 1 AS SURETY and JOHN DOES 2 TO 100, inclusive, as surety, pursuant to the provisions of California Government Code §§ 66499, et seq., did make, execute and deliver to the SCDGS their certain undertaking, which provided, in part, that if the principal, defendant BOBO CONSTRUCTION or its subcontractors failed to pay for any materials or supplies used in, upon, for or about the performance of the construction of the improvements referred to in the preceding paragraph, or pay for work or labor done therein of any kind or nature, that the said surety would pay for same. There is now due and owing for materials provided to the project the sum of $25,084.71.

16) Plaintiff is informed and believes and based on said information and belief alleges that said undertaking further provided that in the event suit was instituted to enforce the obligations thereunder, that said sureties promised and agreed to pay reasonable attorney's fees to claimant, and plaintiff has been compelled to and has retained the services of attorneys to institute the proceedings herein.

17) Plaintiff is informed and believes and based on said information and belief alleges that the project upon which this cause of action is based has not been accepted by the public body for whom the work was done.

WHEREFORE, plaintiff prays for judgment against the defendants and each of them as follows:

18) For the sum of $25,084.71, together with interest thereon at the rate of ten per cent (10%) per annum from February 5, 2020 as against the defendants, BOBO CONSTRUCTION; JOHN DOE 1 AS SURETY; SCDGS and

JOHN DOES 2 TO 100, Inclusive;

2. That this Court declare that plaintiff has a superior claim over and above all the defendants herein to the fund held by the defendant SCDGS;

3. For reasonable attorney's fees incurred by the plaintiff from the defendants, JOHN DOE 1 AS SURETY; and JOHN DOES 2 TO 100, Inclusive,

4. For costs of suit; and

5. For such other and further relief as the Court may deem just and proper.

DATED: June 26, 2020

DEVIRIAN & SHINMOTO
PROFESSIONAL CORPORATION

By _____
LYNN A. SHINMOTO
Attorneys for Plaintiff

Attachment I

JOHN J. RUEDA (SBN: 87669)
LAW OFFICE OF JOHN J. RUEDA
2627 CAPITOL AVENUE, NO. 5
SACRAMENTO, CALIFORNIA 95816
Telephone: (916) 451- 4059
Facsimile: (916) 244- 0272

Attorney for Plaintiff
MONTY R. STANLEY, individually
and dba North West Surfacing

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO DIVISION

MONTY R. STANLEY, individually and doing business as NORTH WEST SURFACING, Plaintiff, vs. BOBO CONSTRUCTION, INC., a California corporation; FARMINGTON CASUALTY COMPANY, a Connecticut corporation; TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA; and DOES 1-50, inclusive, Defendants.	Case No: 2:14-cv-00035-JAM-EFB **NOTICE OF SETTLEMENT** **LOCAL RULE 160**

Pursuant to Local Rule 160, notice is hereby given to the Court and to all parties that a settlement of this action has been reached by and between Plaintiff Monty R. Stanley, individually and doing business as North West Surfacing, and Defendants Bobo Construction, Inc., Farmington Casualty Company, and Travelers Casualty and Surety Company of America (the "Settling Parties").

This settlement provides for the dismissal of all claims and counter claims of the remaining parties in this action and for the dismissal of this action. The Settling Parties will promptly file with

Law Office Of
JOHN J. RUEDA
2627 Capitol Ave, No. 5
Sacramento, CA 95816
Tele (916) 451- 4059
Fax (916) 244- 0272

the Court the necessary stipulation and order of dismissal pursuant to the settlement. The Settling Parties respectfully request that the trial date of May 2, 2016, and the pretrial conference of March 25, 2016, be vacated.

Dated: March 10, 2016

LAW OFFICE OF JOHN J. RUEDA

/s/ John J. Rueda
John J. Rueda
Attorney for Plaintiff / Counter-Claim Defendant, Monty R. Stanley, individually, and dba North West Surfacing

Dated: March 10, 2016

MURPHY AUSTIN ADAMS SCHOENFELD LLP

By: /s/ Kenneth I. Schumaker
Kenneth I. Schumaker
Attorneys for Defendant/ Counter-Claimant, Bobo Construction, Inc., Farmington Casualty Company and Travelers Casualty and Surety Company of America

Law Office Of
JOHN J. RUEDA
2627 Capitol Ave, No. 5
Sacramento, CA 95816
Tele (916) 451- 4059
Fax (916) 244- 0272

JOHN J. RUEDA (SBN: 87669)
LAW OFFICE OF JOHN J. RUEDA
2627 CAPITOL AVENUE, NO. 5
SACRAMENTO, CALIFORNIA 95816
Telephone: (916) 451- 4059
Facsimile: (916) 244- 0272

Attorney for Plaintiff
MONTY R. STANLEY, individually
and dba North West Surfacing

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO DIVISION

MONTY R. STANLEY, individually and doing business as NORTH WEST SURFACING, Plaintiff, vs. BOBO CONSTRUCTION, INC., a California corporation; FARMINGTON CASUALTY COMPANY, a Connecticut corporation; TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA; and DOES 1-50, inclusive, Defendants.	Case No: 2:14-cv-00035-JAM-EFB **STIPULATION AND ORDER OF DISMISSAL OF ACTION** **Federal Rules of Civil Procedure, Rule 41(a)(1)(A)(ii)**

IT IS HEREBY STIPULATED by and between all remaining parties to this action, through their designated counsel, that the above-captioned action shall be and is hereby dismissed, *with prejudice,* pursuant to Federal Rules of Civil Procedure, Rule 41(a)(1)(A)(ii), subject to the following conditions:

1. That this dismissal includes all claims and counter-claims of the parties;

2. That each party shall bear their own costs and attorneys fees;

3. That this Court shall retain jurisdiction to enforce all terms of and the parties'

Law Office Of
JOHN J. RUEDA
2627 Capitol Ave, No. 5
Sacramento, CA 95816
Tele (916) 451- 4059
Fax (916) 244- 0272

compliance with the Mutual Release and Settlement Agreement executed by the parties, dated March 8, 2016, a copy of which is attached hereto and hereby incorporated into and made a part of this Stipulation and Order of Dismissal of Action.

Dated: March 10, 2016

LAW OFFICE OF JOHN J. RUEDA

/s/ John J. Rueda
John J. Rueda
Attorney for Plaintiff/Counter-Claim Defendant,
Monty R. Stanley,
individually, and dba North West Surfacing

Dated: March 10, 2016

MURPHY AUSTIN ADAMS SCHOENFELD LLP

By: /s/ Kenneth I. Schumaker
Kenneth I. Schumaker
Attorneys for Defendant/Counter-Claimant, Bobo Construction, Inc.,
Farmington Casualty Company and Travelers Casualty and Surety Company of America

ORDER

IT IS SO ORDERED.

Dated: 3/10/2016

/s/ John A. Mendez
JOHN A. MENDEZ
United States District Court Judge

Law Office Of
JOHN J. RUEDA
2627 Capitol Ave, No. 5
Sacramento, CA 95816
Tele (916) 451- 4059
Fax (916) 244- 0272

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement"), dated March 8, 2016, is entered into by and between Plaintiff/Counter-Defendant MONTY R. STANLEY, individually and doing business as NORTH WEST SURFACING ("Plaintiff"), Defendant/Counter-Claimant BOBO CONSTRUCTION, INC. "(BCI"), and Defendants TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Travelers") and FARMINGTON CASUALTY COMPANY ("Farmington") (collectively the "Parties" and individually a "Party")

RECITALS

A. On or about May 15, 2012, BCI (as General Contractor) and Plaintiff (as subcontractor) entered into a written subcontract agreement ("Subcontract") for the total sum of $38,000.00, wherein Plaintiff agreed to furnish and perform all demolition work required on the approved plans, specifications and addendums for the construction of the project known as the Special Waste Collection Center and Disposal Lane Project ("Project") with the City of Elk Grove ("City") as Owner ("Project"). Plaintiff claims that it was entitled to haul and use recycled concrete and asphalt building materials generated from the Project, to generate aggregate base from that recycled material, and that it entered into a purchase order with Freddi's Grading and Paving ("Freddi's) to purchase 10,000 tons of the aggregate base generated from recycled materials from Plaintiff for the Project ("Freddi's PO").

B. Disputes arose during construction of the Project regarding alleged contamination of soils and other materials, time and materials work, completion of work percentages by Plaintiff, and performance of work by Plaintiff. In August, 2012, BCI terminated Plaintiff from the Project, and BCI hired Freddi's to complete the demolition work. The facts and amounts of

the disputes between the Parties on the Project are defined within all pleadings, discovery responses, depositions, documents produced, expert reports, and disclosures required under the Federal Rules of Civil Procedure ("FRCP").

C. On September 9, 2013, Plaintiff commenced its lawsuit against the City and BCI in an action pending in the Superior Court of the State of California, in and for the County of Sacramento, entitled Monty Stanley, individually and dba North West Surfacing v. Bobo Construction Inc., et al., Case No. 34-2013-00151165 ("Complaint"). On November 14, 2013, Plaintiff filed a First Amended Complaint against Defendants. BCI was served with the amended complaint through a notice and acknowledgement of receipt to counsel, and BCI accepted service on December 6, 2013. A Notice of Removal by the City, with a Joinder by BCI, was timely filed with this Court on January 6, 2014.

D. On January 13, 2014, City filed a Motion to Dismiss Plaintiff's First Amended Complaint ("FAC") for failure to state a claim under FRCP 12(b)(6). The motion was opposed by Plaintiff. By order entered April 10, 2014, the Court granted City's motion to dismiss Plaintiff's FAC, with leave to amend. Plaintiff then filed a Second Amended Complaint ("SAC") alleging causes of action for Breach of Contract; Deprivation of Constitutional Rights; Common Counts;. Interference with Contractual Relations;. Interference with Contractual Relations; and Interference with Prospective Economic Advantage. On May 19, 2014, City filed its motion to Dismiss Plaintiff's SAC for failure to state a claim under FRCP12(b)(6). By order dated July 30, 2014, the Court issued its order granting City's Motion to Dismiss Plaintiff's SAC, without leave to amend, and directed that the case would proceed against the remaining defendant BCI.

E. On January 10, 2014, Defendant BCI filed its Motion to Dismiss Plaintiff's Fifth Cause of Action in Plaintiff's FAC for failure to state a claim for relief, pursuant to FRCP Rule

12(b)(6). The motion was opposed by Plaintiff. By order entered April 10, 2014, the Court granted BCI Motion to Dismiss Plaintiff's Fifth Cause of Action of its FAC, with leave to amend. On May 19, 2014, BCI filed an Answer and Counter-Claim against Plaintiff in response to Plaintiff's SAC.

F. On October 20, 2014, the Court entered an order on Stipulation of Plaintiff and BCI to permit Plaintiff to file and serve a Third Amended Complaint ("TAC"). Plaintiff's TAC added Farmington and Travelers as Defendants. Farmington was added as a defendant based on a May 5, 2013 amended Stop Payment Notice served by Plaintiff, for $93,225.18, and Farmington issuing a Stop Notice Release Bond on or about May 6, 2014. Travelers, as surety, issued a payment bond for BCI, as principal, for the Project. In its TAC, Plaintiff added a cause of action against Travelers on that payment bond. Farmington and Travelers both filed Answers to the TAC. Plaintiff's TAC asserted causes of action for Breach of Contract; Deprivation of Constitutional Rights; Common Counts;. Enforcement of Stop Notice, and Recovery on Payment Bond, and removed the prior causes of action for Interference with Contractual Relations and Interference with Prospective Economic Advantage.

G. With leave of Court, Plaintiff filed a Fourth Amended Complaint ("FOURTHAC") on or about January 25, 2016. The FAC did not include any new parties or causes of action, and added additional damage, interest, and prompt payment penalty claims. Defendants were not required to respond to this FOURTTHAC.

H. The pleadings and claims identified in Recitals A-G above are collectively known as the "Action". The Action is currently set for trial on May 2, 2016.

I. In this matter, generally, Plaintiff claimed against BCI and its sureties the amounts based on its Amended Stop Payment Notice, for lost profit based on the aggregate base

it claims it was not able to sell to Freddi's under the Freddi's PO, punitive damages, all damages under its claim for Deprivation of Constitutional Rights, interest, prompt payment penalties, attorneys' fees, and all other consequential damages. BCI claimed against Plaintiff amounts it paid Freddi's to complete the demolition work and to remove and haul wood chips at the Project.

In consideration of the mutual covenants set forth below, the Parties agree and stipulate as follows:

AGREEMENT

1. The Parties wish to reach full and final settlement of the respective disputes between them and to avoid further litigation. Liability and damages for the matters included in this Agreement are disputed and this Agreement shall not be construed as an admission thereof.

2. Assuming full and complete execution of this Agreement by all Parties, Plaintiff will receive payment in full from BCI of the total sum of Two Hundred and Twenty Three Thousand Dollars and No Cents ($223,000.00) (the "Settlement Amount"). BCI shall remit payments of the Settlement Amount, as described below, to Plaintiff's counsel, John J. Rueda, 2627 Capitol Avenue, No. 5, Sacramento, CA 95816. Remittance checks for any installment payment described below shall be made payable jointly to: "Monty R. Stanley and John J. Rueda, his attorney." BCI may also make the installment payments of the Settlement Amount through Electronic Funds Transfer. All installment payments of the Settlement Amount shall be remitted by BCI on or before the below identified dates:

a. $74,000.00 by April 1, 2016;

b. $74,000.00 by May 1, 2016;

c. $75,000.00 by June 1, 2016.

3. Plaintiff shall timely file the appropriate notice to the Court of the settlement detailed in this Agreement to promote the Court to take off calendar/continue/put into abeyance the current trial date of May 2, 2016 and the Pre-Trial Conference set for March 25, 2016. The Parties shall file the appropriate Notice(s)/Stipulation of Dismissal after this Agreement is executed by the Parties.

4. The Parties acknowledge that all matters arising out of the claims set forth above are fully compromised and settled. Except as expressly provide herein, Plaintiff, on behalf of himself, itself, its/his heirs, owners, officers, shareholders, employees, agents, directors, executors, administrators and assigns, and its/his related and affiliated entities (including, but not limited to Rooco Materials, Rooco Rents, Northwest Recyclers), hereby releases and forever discharges BCI, Travelers, and Farmington, and their predecessors, heirs, executors, partnerships, administrators, successors and assigns, and each of their respective past, present and future employees, attorneys, insurers, agents, representatives, partners, officers, directors and members, from any and all claims, demands, arbitrations, actions, or causes of action, known or unknown, asserted or unasserted, suspected or unsuspected, arising out of, in any way connected with, or resulting from the Action and Project.

5. Except as expressly provided herein, BCI, on behalf of itself, its heirs, executors, administrators, successors and assigns, hereby releases and forever discharges Plaintiff, and its heirs, executors, related entities, administrators and assigns, and related and affiliated entities (including, but not limited to Rooco Materials, Rooco Rents, Northwest Recyclers), and each of its respective past, present or future employees, attorneys, insurers, sureties, agents, representatives, partners, officers, directors and stockholders from any and all claims, demands,

arbitrations, actions, or causes or action, known or unknown, asserted or unasserted, suspected or unsuspected, arising out of, in any way connected with, or resulting from the Action and Project.

6. The releases described above are full and final releases applying to all losses, including but not limited to damages, costs, expenses, and attorneys' fees incurred by said Parties, arising out of, or in any way connected with the above-described matters. It is the intention of the Parties, in executing this Agreement, that the same shall be effective as a bar to each and every claim, demand, and cause of action by said Parties based upon the above-described matters, and said Parties knowingly, voluntarily, and expressly waive any and all rights and benefits otherwise conferred by the provisions of section 1542 of the California Civil Code which states at follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties to this Agreement expressly consent that, notwithstanding section 1542 of the California Civil Code, this Agreement shall be given full and final effect according to each and all of its express terms and conditions, including those related to unknown and unsuspected claims, demands, and causes of action. The Parties acknowledge and agree that this waiver is an essential and material term of this Agreement and without such waiver this Agreement would not have been entered into.

7. The Parties to this Agreement have been advised or have had the opportunity to be advised by legal counsel with respect to the terms of this Agreement, and understand and acknowledge the significance and consequences of it. Each signer of this Agreement hereby represents and covenants that he or she is authorized to execute this Agreement on behalf of the party for which he or she is signing.

8. This Agreement is binding upon all Parties, as well as their past and present subsidiaries, related entities, affiliated entities, parents, divisions, affiliates, partners, successors, assigns, officers, directors, agents, servants, employees, attorneys, representatives, and beneficiaries.

9. Each Party to this Agreement is to bear its own costs and attorneys' fees incurred by each Party in defending or prosecuting the Action. Notwithstanding the foregoing, in the event of any action or proceeding initiated by any Party hereto seeking to enforce this Agreement or seeking damages by reason of any breach of same by any Party, or seeking a declaration of rights of the Parties under this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees, together with any legally recoverable costs and expenses.

10. This Agreement contains the entire agreement between the Parties hereto. The terms of this Agreement are contractual in nature and not a mere recital. This Agreement is executed without reliance upon any representation by any person concerning the nature or extent of damages or legal liability therefor, and each signer of this Agreement has carefully read and understood the contents of this Agreement and signs the same as his or her own free act.

11. Should any dispute arise hereunder, this Agreement shall be governed by and interpreted pursuant to applicable California or Federal law depending on the nature of the dispute.

12. This Agreement may be executed in counterpart originals, and a facsimile and/or pdf signature shall be acceptable and treated as an original for all purposes.

13. The addresses for all written notices required herein are as follows:

Notices to Plaintiff:

Monty R. Stanley
PO Box 1162

Elk Grove, CA 95759
Email: monty@roocomaterials.com

With a courtesy copy, which shall not constitute notice, to:

John J. Rueda
Law Office of John J. Rueda
2627 Capitol Avenue, No. 5
Sacramento, CA 95816
Email: jrueda@ruedalaw.com

Bobo Construction, Inc.
4 Wayne Court, Bldg. 9
Sacramento, CA 95829
cbobo@boboconstructioninc.com

Either party may change the address for notices by written notification delivered to the other party at the designated address.

14. All Parties to this Agreement agree that the Federal District Court shall retain jurisdiction over this Settlement Agreement and to retain the power to enforce the Parties' compliance with its terms, including, but not limited to, the provisions concerning payment of the Settlement Amount, as provided in paragraph 2 above. Counsel for the Parties shall make appropriate requests to the Federal District Court to retain jurisdiction to enforce this Settlement Agreement.

15. The Parties agree to execute and deliver such further stipulations, agreements, and instruments reasonably necessary to effect and carry out this Agreement and to effectuate the termination of the Action and the claims encompassed herein.

DATED: March 9, 2016

BOBO CONSTRUCTION, INC.

By: _____
Name: Chris Bobo
Its: President

DATED: March 10, 2016

MONTY R. STANLEY, individually and doing business as NORTH WEST SURFACING

By: _____
Name: Monty Stanley
Its: Owner

DATED: March____, 2016

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: _____
Name: _____
Title: _____

DATED: March____, 2016

FARMINGTON CASUALTY COMPANY

By: _____
Name: _____
Title: _____

15. The Parties agree to execute and deliver such further stipulations, agreements, and instruments reasonably necessary to effect and carry out this Agreement and to effectuate the termination of the Action and the claims encompassed herein.

DATED: March ____, 2016

BOBO CONSTRUCTION, INC.

By: _____
Name: _____
Its: _____

DATED: March ____, 2016

MONTY R. STANLEY, individually and doing business as NORTH WEST SURFACING

By: _____
Name: _____
Its: _____

DATED: March 8, 2016

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: Paula Hora-Halton
Name: Paula Hora-Halton
Title: Bond Claim Representative

DATED: March 8, 2016

FARMINGTON CASUALTY COMPANY

By: Paula Hora-Halton
Name: Paula Hora-Halton
Title: Bond Claim Representative

Attachment J

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 224948
NAME: Evan Adams
FIRM NAME: DIVISION OF LABOR STANDARDS ENFORCEMENT - LEGAL
STREET ADDRESS: 455 Golden Gate Avenue, 9th Floor
CITY: San Francisco STATE: CA ZIP CODE: 94102
TELEPHONE NO.: 415-629-9682 FAX NO.:
EMAIL ADDRESS: eadams@dir.ca.gov
ATTORNEY FOR (name): DIVISION OF LABOR STANDARDS ENFORCEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO
STREET ADDRESS: 720 9TH STREET
MAILING ADDRESS:
CITY AND ZIP CODE: SACRAMENTO, 95814
BRANCH NAME: GORDON D. SCHRABER COURTHOUSE

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
08/08/2024
By: M. Pipe Deputy

PLAINTIFF/PETITIONER: DIVISION OF LABOR STANDARDS ENFORCEMENT
DEFENDANT/RESPONDENT: BOBO CONSTRUCTION, INC., a CA Corp.; CALIDAD PLUMBING, INC., a CA Corp.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 24CV015734

(Check one): ☐ **UNLIMITED CASE** (Amount demanded exceeded $35,000) ☒ **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: August 7, 2024

2. A copy of the judgment, decree, or order is attached to this notice.

Date: August 8, 2024

Evan Adams
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

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PLAINTIFF/PETITIONER: DIVISION OF LABOR STANDARDS ENFORCEMENT DEFENDANT/RESPONDENT: BOBO CONSTRUCTION, INC.; CALIDAD PLUMBING, INC..	CASE NUMBER: 24CV015734

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   455 Golden Gate Avenue, 9th Floor
   San Francisco, CA 94102

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):* August 8, 2024
   b. from *(city and state):* SAN FRANCISCO, CA

4. The envelope was addressed and mailed as follows:
   a. Name of person served: TRAVIS NICHOLAS
      BOBO CONSTRUCTION, INC.
      Street address: 9722 KENT ST STE A
      City: ELK GROVE
      State and zip code: CA, 95624
   b. Name of person served: MICHAEL CARY
      CALIDAD PLUMBING, INC.
      Street address:9477 GREEBACK LANE, #513
      City: FOLSOM
      State and zip code: CA, 95630
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Date: August 8, 2024

Joanne M. LeDuc
(TYPE OR PRINT NAME OF DECLARANT)

Joanne M. LeDuc
(SIGNATURE OF DECLARANT)

LABOR COMMISSIONER, STATE OF CALIFORNIA Department of Industrial Relations Division of Labor Standards Enforcement By: Evan Adams, SBN 224948 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 Telephone: (415) 629-9682 Fax: (415) 703-4807 Email: eadams@dir.ca.gov	For Court Use Only **ELECTRONICALLY FILED** Superior Court of California County of Sacramento 08/07/2024 By: L. Baldwin Deputy
SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SACRAMENTO	
PLAINTIFF: Division of Labor Standards Enforcement	**No Filing Fee** **Per Labor Code Section 101.5,** **Gov. Code Section 6103**
DEFENDANTS: BOBO CONSTRUCTION, INC., A CALIFORNIA COPORATION; CALIDAD PLUMBING, INC. A CALIFORNIA CORPORATION	**Case No.** 24CV015734
State Case No.: 40-71114-315	**REQUEST THAT CLERK ENTER JUDGMENT ON THE FINAL CIVIL WAGE AND PENALTY ASSESSMENT**

REQUEST THAT CLERK ENTER JUDGMENT

The Civil Wage and Penalty Assessment has become final and the clerk is requested to enter judgment immediately in conformity with the accompanying certified copies.

Dated: August 7, 2024 By: _____

Evan Adams, Attorney for the Labor Commissioner of the State of California

JUDGMENT

A copy of the Civil Wage and Penalty Assessment has been filed with this court. Judgment is hereby entered as follows:

$12,000.00 in penalties pursuant to Labor Code section 1777.7; and
$370.00 civil filing fee pursuant to Government Code Section 6103.5.

Plaintiff shall recover from defendants Bobo Construction, Inc. and Calidad Plumbing, Inc., the sum of $**12,370.00**.

I certify this to be a true copy of the judgment entered on 08/07/2024; ~~in Judgment Book _____ at page _____ or microfilm, pursuant to Code of Civil Procedure section 668.5~~.

/s/ L. Baldwin, Deputy Clerk

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works TEL: (916) 263-2899	Gavin Newsom, Governor
DATE: October 29, 2021	In Reply Refer to Case No: 40-71114-315

CIVIL WAGE AND PENALTY ASSESSMENT

Awarding Body City of Fairfield	Work Performed in County of SOLANO	
Project Name Fairfield Council Chambers Remodel	Project No. DIR: 325427	DIR Project ID No.
Prime Contractor BOBO CONSTRUCTION INC., A California Corporation	CSLB License No. 183537	Contractor Registration (PWCR) No. 1000395451
Subcontractor(s) CALIDAD PLUMBING INC., A California Corporation	CSLB License No. 840323	Contractor Registration (PWCR) No. 1000006317
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWCR) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT: $12,000.00

The nature of the violations of the Labor Code and the basis for the assessment are as follows:
Wage Violations:

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of wages due is: $0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1775 is: $0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1813 is: $0.00

(continued on next page)

STATE LABOR COMMISSIONER

By _____
Jorge Delgadillo
Deputy Labor Commissioner

I hereby certify that the herein document is a full, true, and correct copy of the original document, contained in the files of the Labor Commissioner served on the parties herein.

Executed on the 24th day of July, 2024 at SACRAMENTO, CA

STATE LABOR COMMISSIONER

By _____
Deputy

PW 33 (Revised - 12.16.19)

Apprenticeship Violations:

Violation of Labor Code Section 1777.5 for failure to employ apprentices at the minimum ratio requirement on a public works project.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1777.7 is: $12,000.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1776(h)** against CALIDAD PLUMBING INC., A California Corporation is: $0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1771.1** against

General contractor	is: $0.00
Subcontractor	is: $0.00
Second-tier subcontractor	is: $0.00
Third-tier subcontractor, if applicable	is: $0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Jorge Delgadillo at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if **the full amount of the assessment or notice, including penalties,** has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is: **$12,000.00**

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	$0.00
Training Funds Due:	$0.00
Penalties Due Under Labor Code section 1775:	$0.00
Penalties Due Under Labor Code section 1813:	$0.00
Penalties Due Under Labor Code section 1777.7:	$12,000.00
Penalties Due Under Labor Code section 1776(h):	$0.00
Penalties Due Under Labor Code section 1771.1:	$0.00
Total Withholding Amount:	**$12,000.00**

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

[X] **If this box is checked,** the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	$0.00
Training Funds Due:	$0.00
Penalties Due Under Labor Code section 1775:	$0.00
Penalties Due Under Labor Code section 1813:	$0.00
Penalties Due Under Labor Code section 1777.7:	$12,000.00
Penalties Due Under Labor Code section 1776(h):	$0.00
Penalties Due Under Labor Code section 1771.1:	$0.00
Total Withholding Amount:	**$12,000.00**

Distribution:
Awarding Body
Surety(s) on Bond
Prime Contractor
Subcontractor(s)

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013a) OR CERTIFIED MAIL

I, Jorge Delgadillo, do hereby certify that I am a resident of or employed in the County of Sacramento, over 18 years of age, and not a party to the within action, and that I am employed at and my business address is:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
2031 Howe Ave. Suite 100
Sacramento, CA. 95825

On October 29, 2021, I served the within: (1) Civil Wage and Penalty Assessment

by placing a true copy thereof in an envelope addressed as follows:

City of Fairfield 1000 Webster Street Fairfield,CA 94533	CALIDAD PLUMBING INC 9477 GREENBACK LANE #513 FOLSOM, CA 95630	BOBO CONSTRUCTION INC 9722 KENT STREET ELK GROVE, CA 95624

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid, and then depositing it in the United States mail in Sacramento by:

- [X] Ordinary first class mail
- [X] Certified mail
- [ ] Registered mail

I certify under penalty of perjury that the foregoing is true and correct

Executed on October 29, 2021, at Sacramento, County of Sacramento, California

Jorge Delgadillo
SIGNATURE

STATE CASE NO.
40-71114-315

PW 34 (Revised - 4/2002)

Attachment K

Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
2031 Howe Avenue, Suite 100
Sacramento, Ca 95825
TEL: (916) 263-3305 FAX: (916) 263-2906

Gavin Newsom., Governor

DATE: March 19, 2019

In Reply Refer to Case No: 4060655/678

CIVIL WAGE AND PENALTY ASSESSMENT

Awarding Body: Department of General Services	Work Performed in County of: SAN JOAQUIN
Project Name: Delta Service District Center Relocation/Construction	Project No.
Prime Contractor: BOBO CONSTRUCTION INC., a corporation	
Subcontractor: RONALD OWEN SHERWOOD, an individual dba SUNSET PAINTING	

After an investigation concerning either the payment of wages to workers employed in the execution of the contract for the above-named public works project or compliance with the apprenticeship standards found in Labor Code section 1777.5, or both, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations:

Violation of Labor Code §1775 for failure to pay correct wages pursuant to the Director's General Prevailing Wage Determination 2015-2 for Brush Painter SOL-2015-2. Contractor failed to apply predetermined increase on 1/1/16.

Apprenticeship Violations:

Violation of Labor Code § 1777.5 and 8.C.C.R 230 for failure to meet the Minimum Ratio Requirement for painter classification. In addition, there was no record of DAS 140 submission for this project.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is: $3,691.23

The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: $4,105.00

The Division has determined that the amount of penalties assessed under Labor Code section 1777.7 is: $1,520.00

The Division has determined that the amount of penalties assessed under Labor Code section 1776 against NALD OWEN SHERWOOD, an individual dba SUNSET PAINTI is: $0.00

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By Susan Rust
Susan Rust
Auditor I

PW 33 (Revised - 7/2013)

I hereby certify that the herein document is a full, true, and correct copy of the original document, contained in the files of the Labor Commissioner served on the parties herein.

Executed on the 28th day of OCTOBER, 2021 at 2031 HOWE AVE, SACRAMENTO, CA

STATE LABOR COMMISSIONER

By Joyce Delgadillo
Deputy

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code Section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.
To obtain a hearing, a written Request for Review must be transmitted to the following address:

State of California - Labor Commissioner
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

> **Failure** by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. **Labor Code section 1743.**

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Susan Rust at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite 100
Sacramento, Ca 95825

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Assessment is: **$3,691.23**

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	$3,691.23
Penalties Due Under Labor Code sections 1775 and 1813:	$4,105.00
Penalties Due Under Labor Code section 1777.7:	$1,520.00
Penalties Due Under Labor Code sections 1776:	$0.00
Total Withholding Amount:	**$9,316.23**

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☐ **If this box** is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	$3,691.23
Penalties Due Under Labor Code sections 1775 and 1813:	$4,105.00
Penalties Due Under Labor Code section 1777.7:	$1,520.00
Penalties Due Under Labor Code sections 1776:	$0.00
Total Withholding Amount:	**$9,316.23**

Distribution:

Awarding Body
Surety(s) on Bond
Prime Contractor
Subcontractor

PUBLIC WORKS AUDIT WORKSHEET

EMPLOYER / FIRM RONALD OWEN SHERWOOD, an individual dba SUNSET PAINTING	DEPUTY Susan Rust	OFFICE Sacramento	TOTAL AMOUNT DUE/OWING 7796.23
ADDRESS / CITY 215 KENROY LANE SUI ROSEVILLE, CA 95678			WAGES DUE AND OWING 3691.23
PROJECT / AWARDING BODY / PRIME Delta Service District Ce Department of General Servic BOBO CONSTRUCTIC	CASE NUMBER 4060655/678		PENALTIES DUE AND OWING 4105.00
			TRAINING FUND DUE/OWING 0.00

EMPLOYEE	CLASSIFICATION	PERIOD WORKED	HOURS WORKED ST.	OT.	D.T.	OTHER WAGES PAID	TOTAL WAGES PAID	PREVAILING WAGE REQUIREMENTS *OTHER	TOTAL WAGES	AMOUNT OWING AND UNPAID	PENALTIES LC 1775	PENALTIES LC 1813	TRNG. FUND	TOTAL AMOUNT DUE
Don Secor	Brush Painter	07/22/16 - 02/24/17	454.5	3	0	0.00	23056.79	0.00	22131.59	3691.23	4080.00	25.00	0.00	7796.23
Balance Brought forward from audit3 Summary						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
						0.00	23056.79	0.00	22131.59	3691.23	4080.00	25.00	0.00	$7,796.23

The following entries represent the amounts relied upon for calculating Labor Code 1775 and 1813 penalties.

1775	80.00	Per Day
1813	25.00	Per Day
1776(h)	100.00	Per Day
1777.7	20.00	Per Day

1777.7	76 Days

1776 (h) Penalty Due	$ -
1777.7 Penalty Due	$ 1,520.00
Civil Wage and Penalty Assessment Total Amount	$9,316.23

Wage Determination

PREVAILING WAGE DETERMINATION SUMMARY									
CODE NO.	CLASSIFICATION	HOURLY Effective Date	HOURLY RATE	Contributions	TRAINING	TIME 1/2	HOLIDAY SUNDAY	TRAVEL & SUBSISTENCE	Other hourly Requirements
1	Brush Painter	1/1/2016	38.400	21.440	0.000	57.600	76.800		
2	Predetermined In	1/1/2017	40.150	21.440	0.000	60.225	80.300		

WAGE DETERMINATION INFORMATION		
CODE NO.	CLASSIFICATION	WAGE DETERMINATION NO.
1	Brush Painter	SOL-2015-2
2	Predetermined Inc	SOL-2015-2

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL (C.C.P. 1013a) OR CERTIFIED MAIL

I, Kevin Johnson, do hereby certify that I am a resident of or employed in the County of Sacramento, over 18 years of age, and not a party to the within action, and that I am employed at and my business address is:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
2031 Howe Ave. Suite 100
Sacramento, CA. 95825

On March 19, 2019, I served the within: (1) Civil Wage and Penalty Assessment by placing a true copy thereof in an envelope addressed as follows:

Department of General Services 707 Third Street Suite 2-300 West Sacramento,CA 95605	RONALD OWEN SHERWOOD, an individual dba SUNSET PAINTING 215 KENROY LANE SUITE 7 ROSEVILLE, CA 95678	BOBO CONSTRUCTION INC., a corporation 9722 KENT ST ELK GROVE, CA 95624
Vivian Imperial Agent for Service of Process for North American Specialty Insurance Company CT Corporation Systems 818 W. Seventh Street Los Angeles, Ca 90017		

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid, and then depositing it in the United States mail in Sacramento by:

- [X] Ordinary first class mail
- [X] Certified mail
- [ ] Registered mail

I certify under penalty of perjury that the foregoing is true and correct

Executed on March 19, 2019, at Sacramento, County of Sacramento, California

SIGNATURE

STATE CASE NO.
4060655/678

PW 34

LABOR COMMISSIONER, STATE OF CALIFORNIA Department of Industrial Relations Division of Labor Standards Enforcement By: DAVID D. CROSS, SBN 97203 2031 Howe Avenue, Suite 100 Sacramento, CA 95825 Telephone: (916) 263-2915	FILED SUPERIOR COURT For Court Use Only 2021 NOV 12 PM 3:19 BRANDON E. RILEY, CLERK BY: DEPUTY
SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN	
PLAINTIFF Division of Labor Standards Enforcement	No filling Fee Per Labor Code Section 101 et.seq.
DEFENDANT: Bobo Construction Inc.; and Ronald Owen Sherwood, an individual dba Sunset Painting	Case No. STK-CV-LEJ-2021- 12045
State Case No.: 40-60655-678 SC 7181	REQUEST THAT CLERK ENTER JUDGMENT ON THE FINAL CIVIL WAGE AND PENALTY ASSESSMENT

REQUEST THAT CLERK ENTER JUDGMENT

The Civil Wage and Penalty Assessment has become final and the clerk is requested to enter judgment immediately in conformity with the accompanying certified copies.

Dated: 11/09/21

By _____
David D. Cross, Attorney for the
Labor Commissioner of the State of California

JUDGMENT

A copy of the Civil Wage and Penalty Assessment has been filed with this court. Judgment is hereby entered as follows: $3,691.23 for wages; $4,105.00 pursuant to Labor Code Section 1775 and 1813; $1,520.00 pursuant to Labor Code Section 1777.7; $3,691.23 for Liquidated Damages; $953.57 for interest; and $370.00 for filing fees.

Plaintiff shall recover from defendant Bobo Construction Inc.; and Ronald Owen Sherwood, an individual dba Sunset Painting the sum of $14,331.03.

I certify this to be a true copy of the judgment entered on NOV 12 2021; in Judgment Book 0 at page 0 or microfilm, pursuant to Code of Civil Procedure section 668.5.

Clerk, by _____, Deputy Clerk
BRANDON E. RILEY

SUPERIOR COURT - SAN JOAQUIN COUNTY - CALIFORNIA

Attachment L

Department of Industrial Relations
STATE OF CALIFORNIA

N E W S R E L E A S E

News Release No.: 13-22 **Date:** April 25, 2013

California Labor Commissioner Reaches Settlements Totaling over $600,000 with Four General Contractors on Public Works Jobs in Northern California

San Francisco — California Labor Commissioner Julie A. Su obtained settlements of $610,186 in wage assessments and penalties with four general contractors on four different public works jobs. The settlements were for civil wage and penalty assessments based on failure to pay 31 workers prevailing wages and related labor law violations.

"Construction contractors are on notice that the Labor Commissioner has reinvigorated and focused her public works enforcement efforts to provide a fair and level playing field for those businesses who comply with public works requirements," stated Christine Baker, director of the Department of Industrial Relations (DIR). The Labor Commissioner's office, also known as the Division of Labor Standards Enforcement (DLSE), is a division of DIR.

"Wage theft on public works projects in California not only cheats workers of their hard-earned wages, it is a violation of the public trust," said Labor Commissioner Julie A. Su. "These cases send a message to general contractors that they should make sure they are working with legitimate contractors who abide by the law, and my office will do everything in our power to recover unpaid wages."

San Leandro drywall and carpentry subcontractor Joseph Brothers, Inc. was hired by three general contractors to perform drywall and related construction on three public works projects: a sanitary sewer in Martinez for the Central Contra Costa Sanitary District, a low income apartment housing project on Addison Street in Berkeley and the Twin Cities police station in Corte Madera. The general contractors, who were held jointly liable for Joseph Brothers' wage violations including use of insufficient funds checks, paid a combined $310,686 in wages and penalties as a result of the violations. The general contractors include Bobo Construction of Elk Grove who will pay $225,000 in wages and penalties; Midstate Construction of Petaluma who will pay $31,437; and Jeff Luchetti Construction of Larkspur who will pay $54,249.

All 28 of Joseph Brothers' workers will recover the full value of their earned prevailing wages with these settlements. In addition, judgments have been filed against Joseph Brothers in the amount of $37,650 for the remaining penalties that have not been paid.

The Labor Commissioner reached another settlement with NBC General Contractors Corporation after finding wage violations committed while completing their work at the Oakland library branch on 81st Street. The Labor Commissioner's investigation found

three carpentry workers who were not paid for all hours worked and who were forced to pay kickbacks on every paycheck to their employer, NBC General Contractors Corporation. The settlement with NBC General was for $299,500 in wages and interest for the three workers. Monica Ung, President of NBC General, pleaded guilty in Alameda Superior Court in April 2011 for felony kickbacks of wages and insurance premium charges brought forth by the Alameda District Attorney's office.

"In 2012, my Public Works team assessed $25 million in wages and civil penalties, the highest amount in a decade," said Labor Commissioner Su. "We are going to make sure that those who break the law pay and those who comply with prevailing wage laws know that the State is on their side."

The Labor Commissioner's office, also known as the Division of Labor Standards Enforcement, adjudicates wage claims, investigates discrimination and public works complaints and enforces state labor law. Additional information on labor laws and work-related topics are available on our website as well as on Facebook and Twitter.

Employees with work-related questions or complaints may call the California Workers' Information Hotline at (866) 924-9757 for recorded information on a variety of work related topics.

For media inquiries contact Erika Monterroza at (510) 286-1164 or Peter Melton at (510) 286-7046.

###

Butte County Fire Station [DIR Project ID: 231717]

This project began in April 2018, with an estimated completion date of September 2019. **Certified payroll records indicate that Bobo Construction continued regular work on this project into February 2021,** with additional work being completed as late as April 2021.

Recent Litigation Against Bobo Construction

Local 152's search has been limited and does not include arbitrations. Nonetheless, lawsuits have been filed against Bobo Construction at least five times in the last five years, concerning work, services, or the breach of contract, most often involving their failure to pay subcontractors for services rendered.

(i) **Bohme, LLC. vs. Bobo Construction, Inc.**

In June 2024 a civil lawsuit was filed against Bobo Construction by Bohme LLC, a Utah-based clothing designer and boutique. This case is currently filed in Orange County Superior Court (Case 2024-01404984), where Bohme had contracted with Bobo Construction for a tenant improvement /retail build out project valued at $932,000. [Attachment E]

The complaint alleges that Bobo Construction performed defective and incomplete work on the doors, frames, glazing, tile, ceiling, and other sections of the store. The delays and need to re-perform work caused the project to extend beyond the 180 days specified in the contract, which the plaintiff says caused them to lose profits by delaying the opening of their store. The plaintiff has requested damages, reimbursement, and attorneys' fees, and the case is ongoing at this time.

(ii) **Accelerated Construction & Metal, LLC vs. Bobo Construction, Inc.**

In October 2022 a civil lawsuit was filed against Bobo Construction by Accelerated Construction & Metal, LLC for breach of contract. This case was filed in Sacramento County Superior Court (Case 34-2022-00328755). The complaint alleges that Bobo Construction failed to pay Accelerated over $13,000 for services they performed as a subcontractor on a project in Grass Valley, CA, and sought at least $13,331 in damages, not including the maximum applicable fees and interest on this amount. [Attachment F]

In July 2024 - more than a year after the complaint was filed - this case was dismissed with prejudice, after the parties reached a settlement.

(iii) **Urata & Sons Concrete, LLC vs. Bobo Construction, Inc.**

In February 2021 a civil lawsuit was filed against Bobo Construction by Urata & Sons Concrete LLC for breach of contract. The suit was filed in Sacramento County Superior Court (Case 34-2021-00294023). The complaint alleges that Bobo Construction failed to pay Urata $187,954.75 out of $2,889,045.00 contract for concrete services on Butte County Fire Station project in Oroville. [Attachment G]

The suit also alleged that despite Urata providing Bobo Construction with a construction schedule to which they mutually agreed, Bobo Construction's actions *"caused URATA to incur delay and other impact damages for the extended duration of its work."* They allege that while Bobo Construction paid a minor portion of those additional costs, a further $510,723.00 in compensation is still owed for those issues. This together made the amount demanded $698,677, excluding interest and attorney's fees if applicable.

(iv) **A & A Ready Mixed Concrete, Inc. vs Bobo Construction, Inc. et al**

In July 2020 a civil lawsuit was filed against Bobo Construction by A & A Ready Mixed Concrete. The complaint was filed in Butte County Superior Court (Case 20CV01307), and alleged that Bobo Construction failed to pay the plaintiff $25,000 for concrete work performed at a project in 2019 and 2020. [Attachment H]

(v) **Monty R Stanley vs. Bobo Construction Inc.**

In September 2013 a civil lawsuit was filed by Monty R Stanley, a subcontractor Bobo Construction had hired to perform demolition work on a project in Elk Grove and was fired from the project by Bobo Construction after disputes about delays and completed work. The suit was originally filed in US District Court for Eastern Sacramento (Case 2:14-cv-00035-JAM-EFB). In March 2016 Bobo Construction agreed to settle the case for $233,000, at which point the case was dismissed (settlement agreement and dismissal attached). [Attachment I]

Each of these complaints, individually, call in to question Bobo Construction's trustworthiness and fitness, and therefore responsibility as a contractor and bidder for public funds. Altogether, the litigation history established here suggests a pattern that should preclude Bobo Construction from receiving an award on the LUSD Washington ES Modernization Project.

Recent Safety and Labor Violations Committed by Bobo Construction

In addition to its adverse litigation with subcontractors and awarding bodies, Local 152 is aware of multiple instances in recent years where Bobo Construction was charged with violating California wage and hour law, OSHA safety standards, and the federal National Labor Relations Act.

Department of Industrial Relations

Local 152 obtained information regarding three Civil Wage and Penalty Assessments ("CWPA") against Bobo Construction's subcontractors, for which Bobo Construction Inc. was jointly and severally liable, as determined by the Department of Industrial Relations, Division of Labor Standards Enforcement.

(i) Department of Industrial Relations – Division of Labor Standards Enforcement vs. Bobo Construction, Inc. et al

In August 2024, the CA Department of Industrial Relations Division of Labor Standards Enforcement (DLSE) DLSE determined a CWPA in Sacramento County Superior Court (Case 24CV015734) against Bobo Construction Inc and co-defendant Calidad Plumbing Inc. The civil suit demanded $12,000 in penalties for failing to pay prevailing wages and proper apprentice wage rates, in violation of Labor Code Section 1777.5. and was judged in favor of the plaintiffs. [Attachment J]

(ii) Division of Labor Standards Enforcement vs Bobo Construction Inc. et al

In November 2021, the CA Department of Industrial Relations DLSE filed a Civil Wage and Penalty Assessment (CWPA) against Bobo Construction and sub-contractor Ronald Owen Sherwood dba Sunset Painting for violations that occurred on a project in San Joaquin County (STK-CV-LEJ-2021-0012045). [Attachment K]

Bobo Construction was found to have violated Labor Codes Section 1775 and 1813, pertaining to the payment of prevailing wages and overtime pay. **The combined wages and penalties due from Bobo Construction totaled $14,331.03**, including $3,691.23 in wages; $4,105.00 pursuant to Labor Codes Section 1775 and 1813; $1,520 pursuant to Labor Code Section 1777.7; $3,961.23 for Liquidated Damages; $953.57 for interest; and $370.00 for filing fees. In March 2022, the judgement was vacated, after the parties reached a settlement.

(iii) Division of Labor Standards Enforcement vs Bobo Construction Inc. et al

In April 2013, the DLSE obtained a settlement from Bobo Construction Inc. in a Civil Wage and Penalty Assessment for **$225,000 in wages and penalties**. The CWPA was filed because Joseph Brothers, Inc, a San Leandro-based subcontractor Bobo hired, failed to pay prevailing wages to workers on a project in Contra Costa County, and Bobo was jointly liable. [Attachment L]

Bobo Construction, Inc., as a general or prime contractor, is responsible for ensuring all workers - theirs and those of their subcontractors - are paid prevailing wages. As then DIR Director John C. Duncan stated in 2010, "Prime contractors cannot plead ignorance when their subcontractors fail to follow California's labor law. . . . These requirements are designed to ensure that public money is being spent properly."[4]

National Labor Relations Board Cases

Bobo Construction Inc. has been named in 6 NLRB cases brought in California, and 2 in Ohio. Of the 6 CA cases, all named unfair labor practices included denial of access, coercive actions, and bargaining in bad faith. The most recent cases, all in 2010, involve Bobo Construction Inc. employees enforcing unlawful restrictions on union representatives attempting to access job sites.

(i) Case #32-CA-025431 | October 28, 2010
(ii) Case #32-CA-025014 | March 22, 2010
(iii) Case #20-CA-034932 | February 26, 2010
(iv) Case #32-CA-025082 | February 26, 2010
(v) Case #20-CA-033269 | January 29, 2007
(vi) Case #20-CC-003435 | June 20, 2005

OSHA

(i) In 2021, Bobo was cited for one "Other" safety violation at a project in Oroville in Butte County. This violation was concerning a safety law concerning not sitting or climbing on the guardrails of an elevated work platform. This citation carried a penalty of $675.

(ii) In 2019, Bobo was cited for one "Other" safety violation at a project in Oroville in Butte County. This violation was concerning a safety law concerning not sitting or climbing on the guardrails of an elevated work platform. This citation carried a penalty of $650.

(iii) In 2018, Bobo Construction was cited for one "Serious" and one "Other" safety violations at a project in Oroville. OSHA's definition of a Serious violation is "when the workplace hazard could cause an accident or illness that would most likely result in death or serious physical harm." The Serious violation was concerning improper cave-in safety measures. The combined initial penalty for this violation was $5,225, contested to a final penalty of $3,075.

The violations outlined above further indicate Bobo Construction's inability to act as a "responsible" contractor, and their lack of fitness to receive public funds awarded by this body. A history of repeated violations of state and federal law, resulting in hundreds of thousands of dollars in back-wages and penalties, should not be rewarded with new contracts.

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[4] Department of Industrial Relations, Press Release, "CA Labor Commissioner Issues $1.5 Million in Penalties to Davis Contractor," 06/10/2010, https://www.prnewswire.com/news-releases/ca-labor-commissioner-issues-15-million-in-penalties-to-davis-contractor-96074769.html, Accessed 01/08/2025.

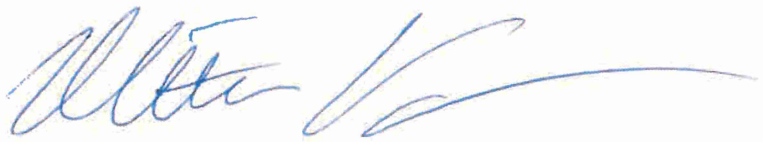
CONCLUSION

Given Bobo Construction's project completion history, litigation history, and concerning history of violation labor law and safety regulations, Local 152 respectfully urges you to question whether Bobo Construction should be considered as a responsible bidder for such an important project. Additionally, Bobo Construction's record of DIR Civil Wage and Penalty Assessments, which resulted in thousands of dollars in penalties and back pay, raise concerns about their prequalification status on all future Lodi Unified School District projects.

Local 152 would appreciate notification of what steps you will take in this matter, and we look forward to your response.

Thank you for your time and consideration regarding this very important matter.

Sincerely,



Mitchell Vinciguerra
Field Representative
Carpenters Local 152

Cc:

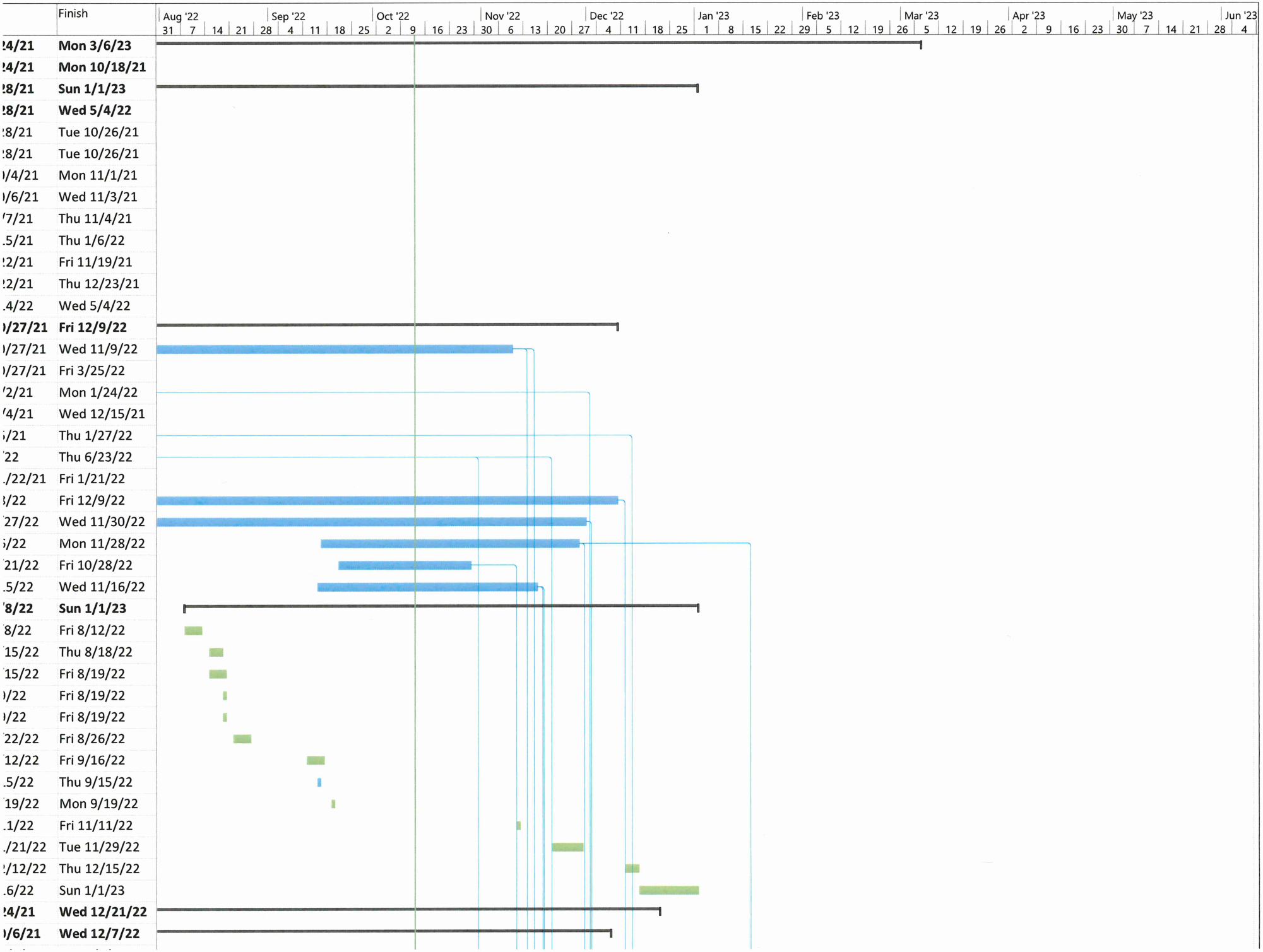
Mr. Neil Young
Superintendent
Lodi Unified School District
nyoung@lodiusd.net

Ms. April Juarez
Executive Director of Fiscal Services
Lodi Unified School District
ajuarez@lodiusd.net

Dr. Rommel Bal
Board President
rbal@lodiusd.net
Lodi Unified School District Board of Education

Mr. Jeff Stroh
Board Member, Area 5 Trustee
Lodi Unified School District Board of Education
jestroh@lodiusd.net

Attachment A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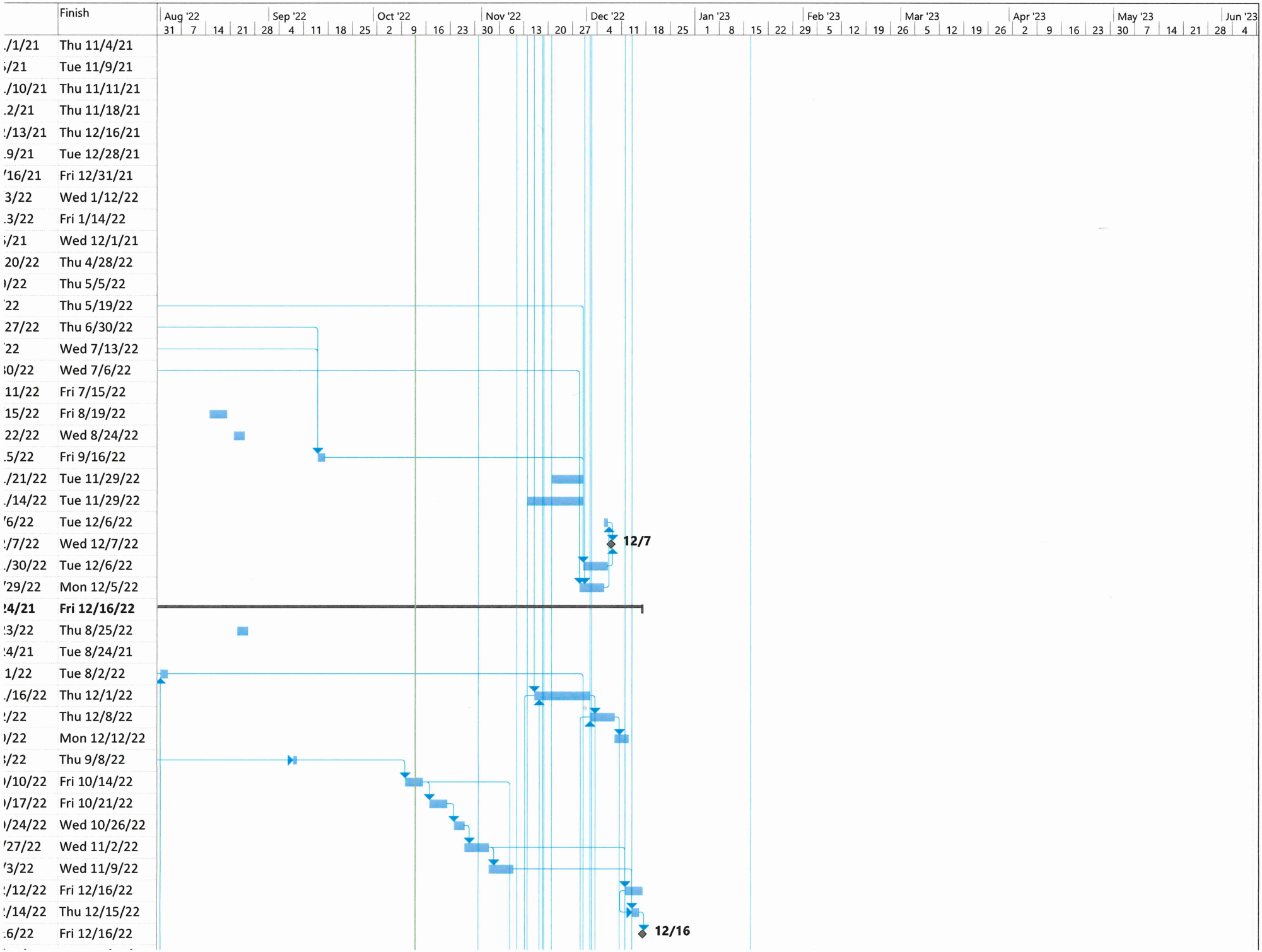
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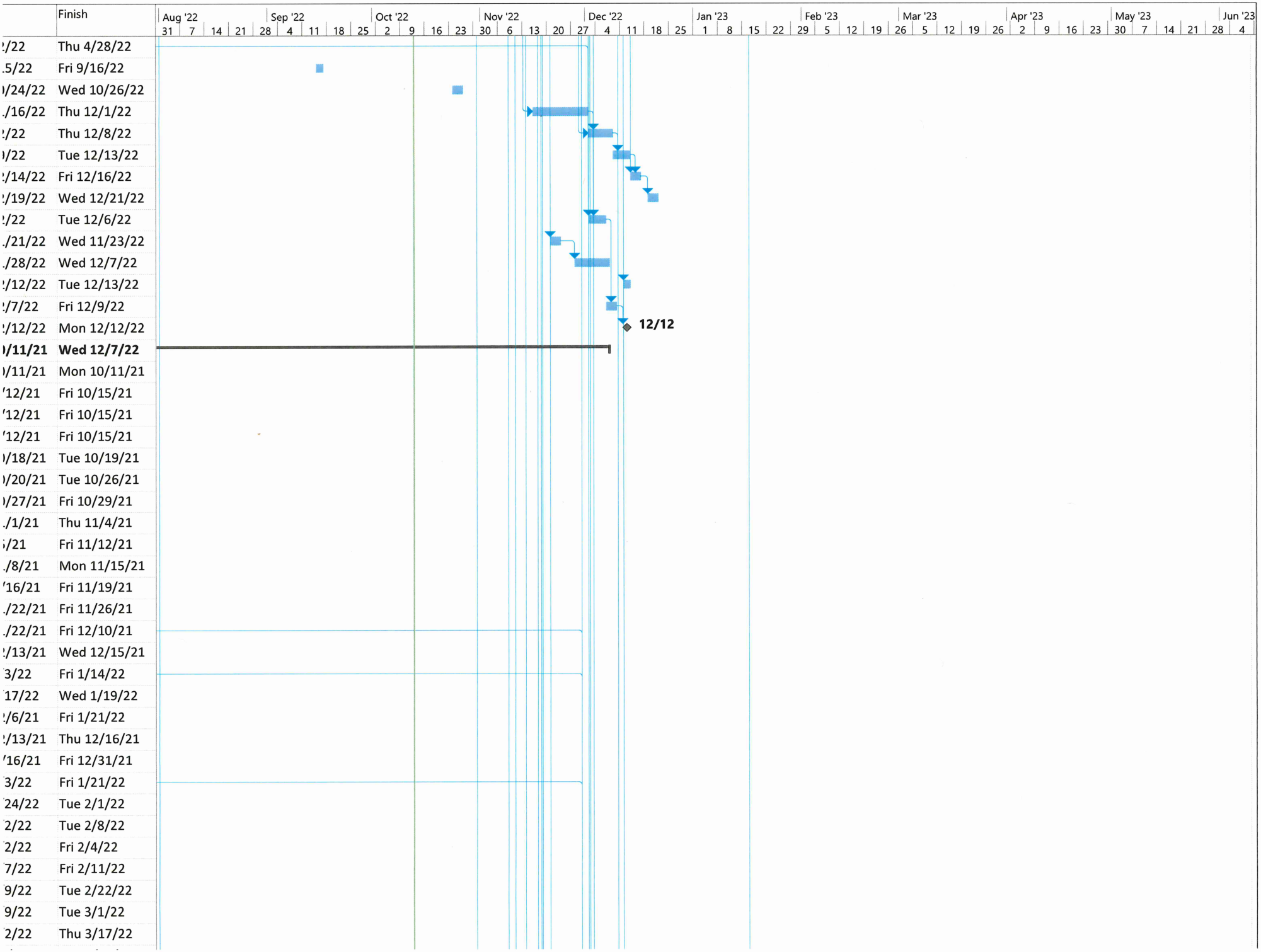
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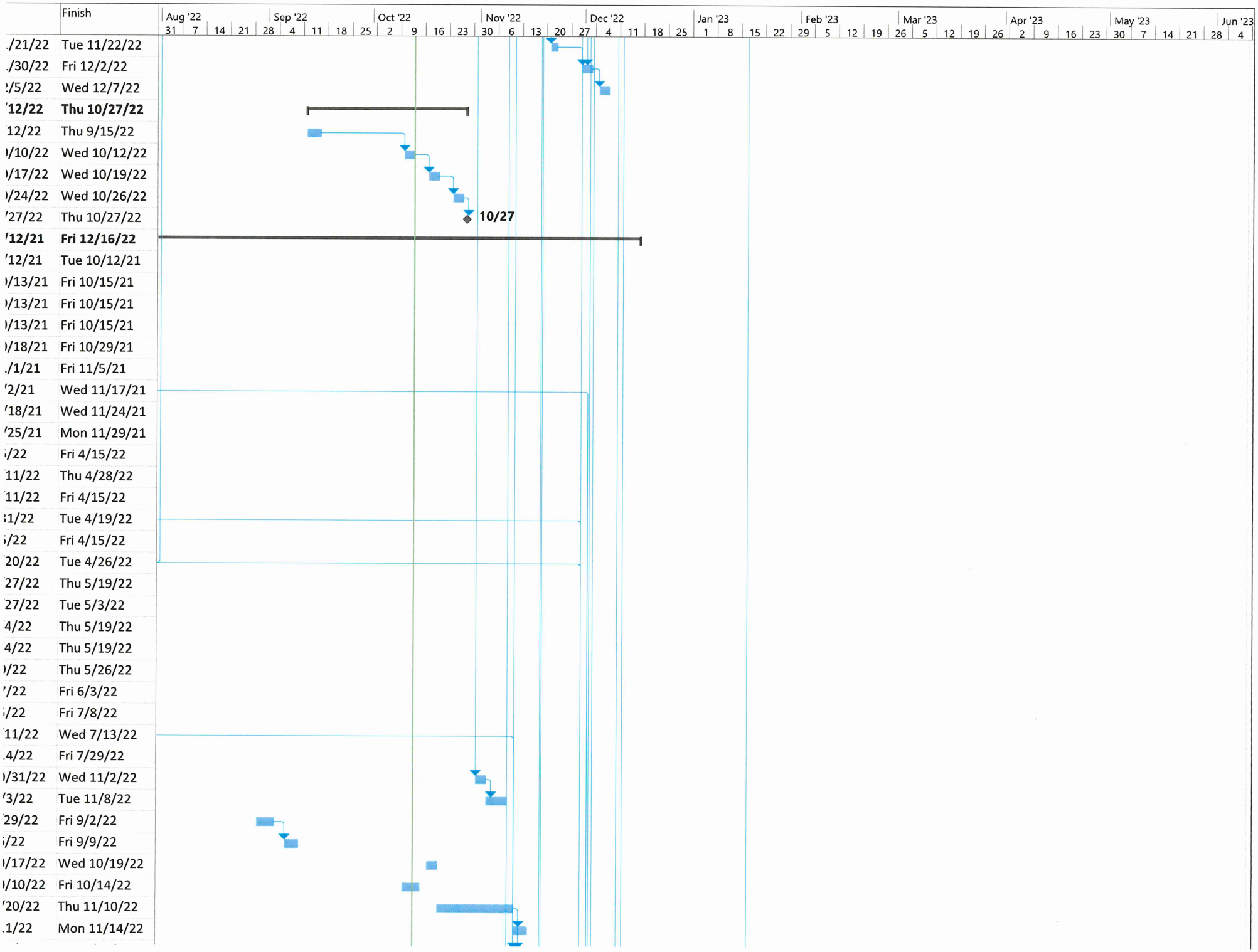
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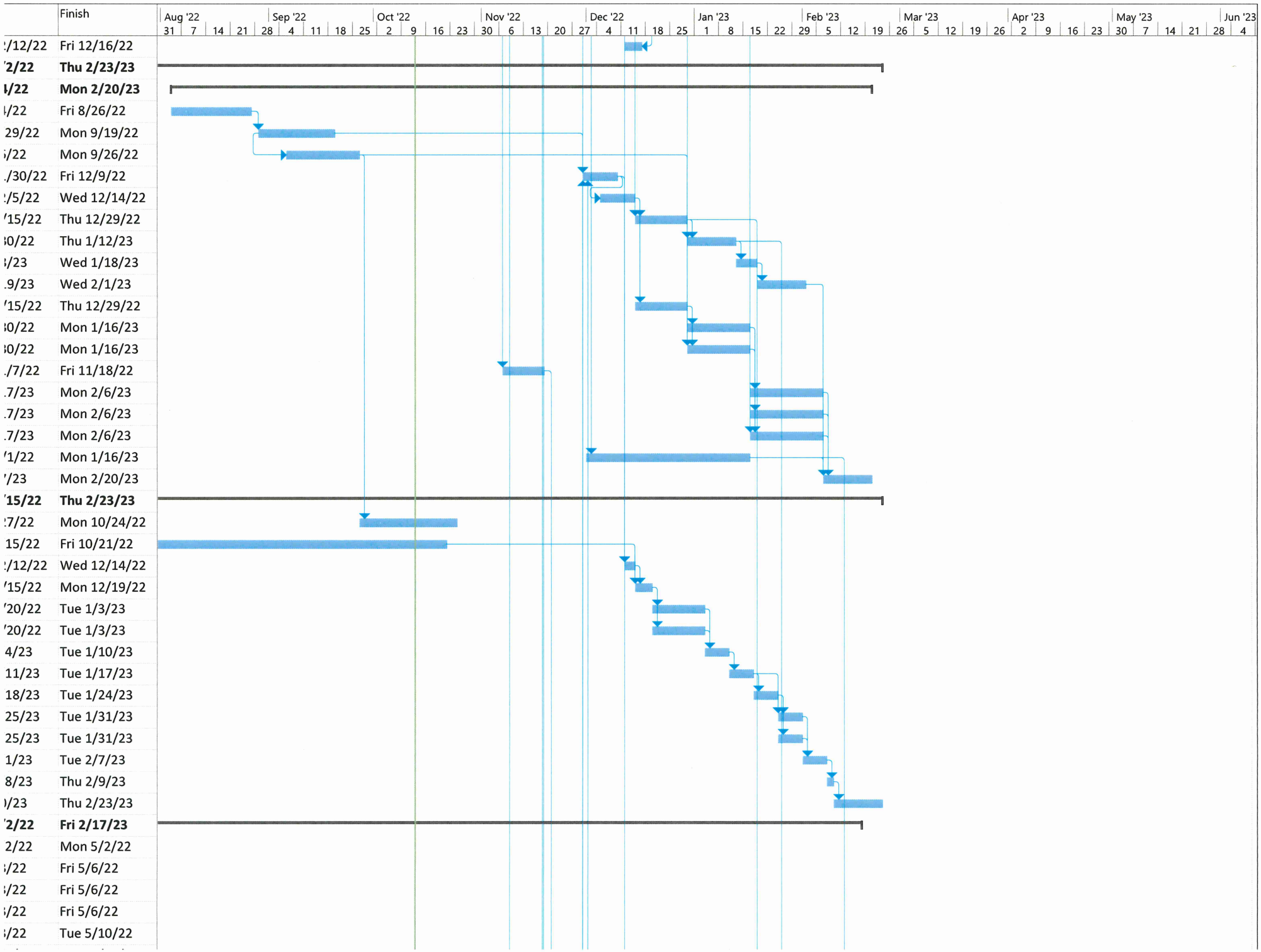
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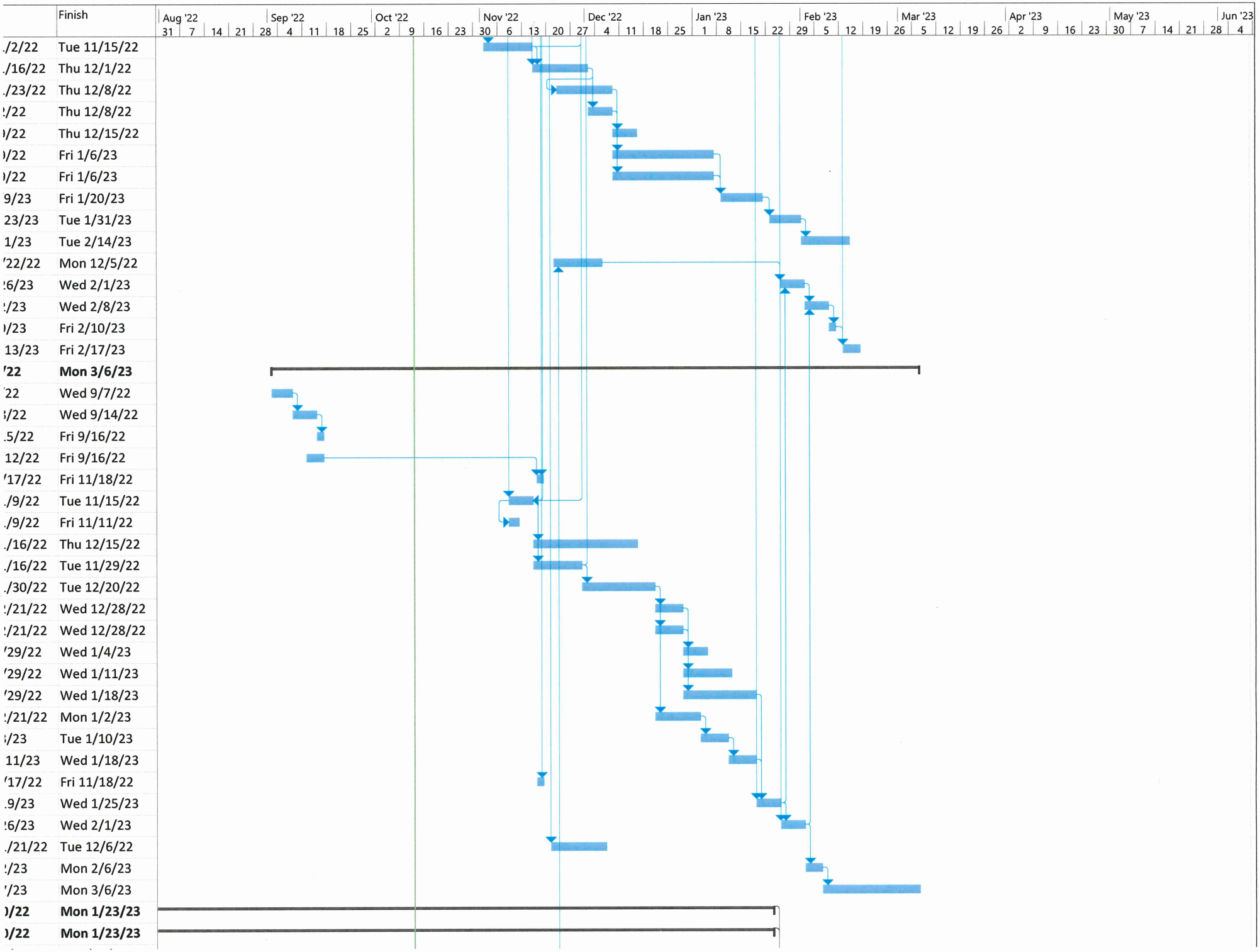
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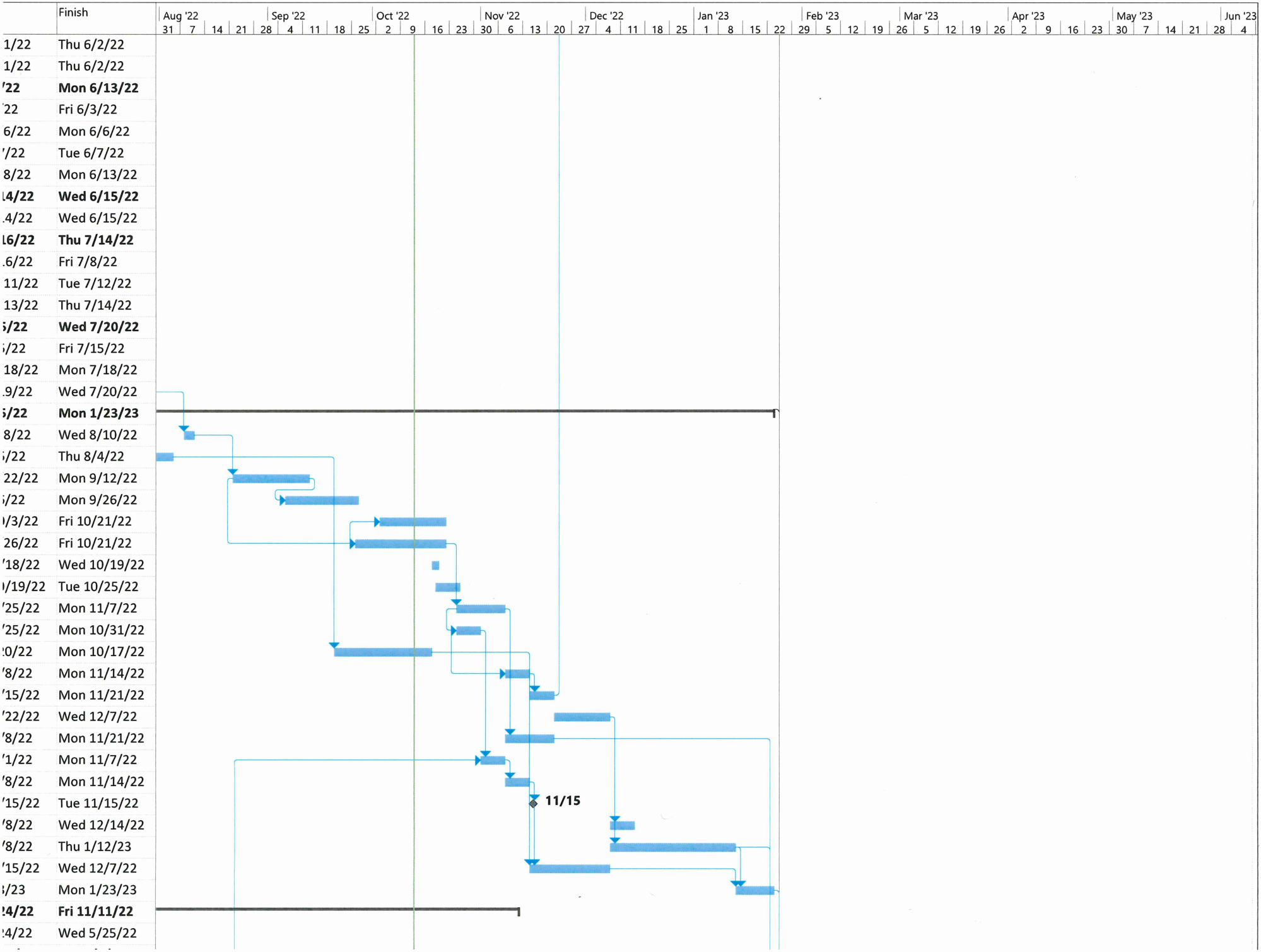
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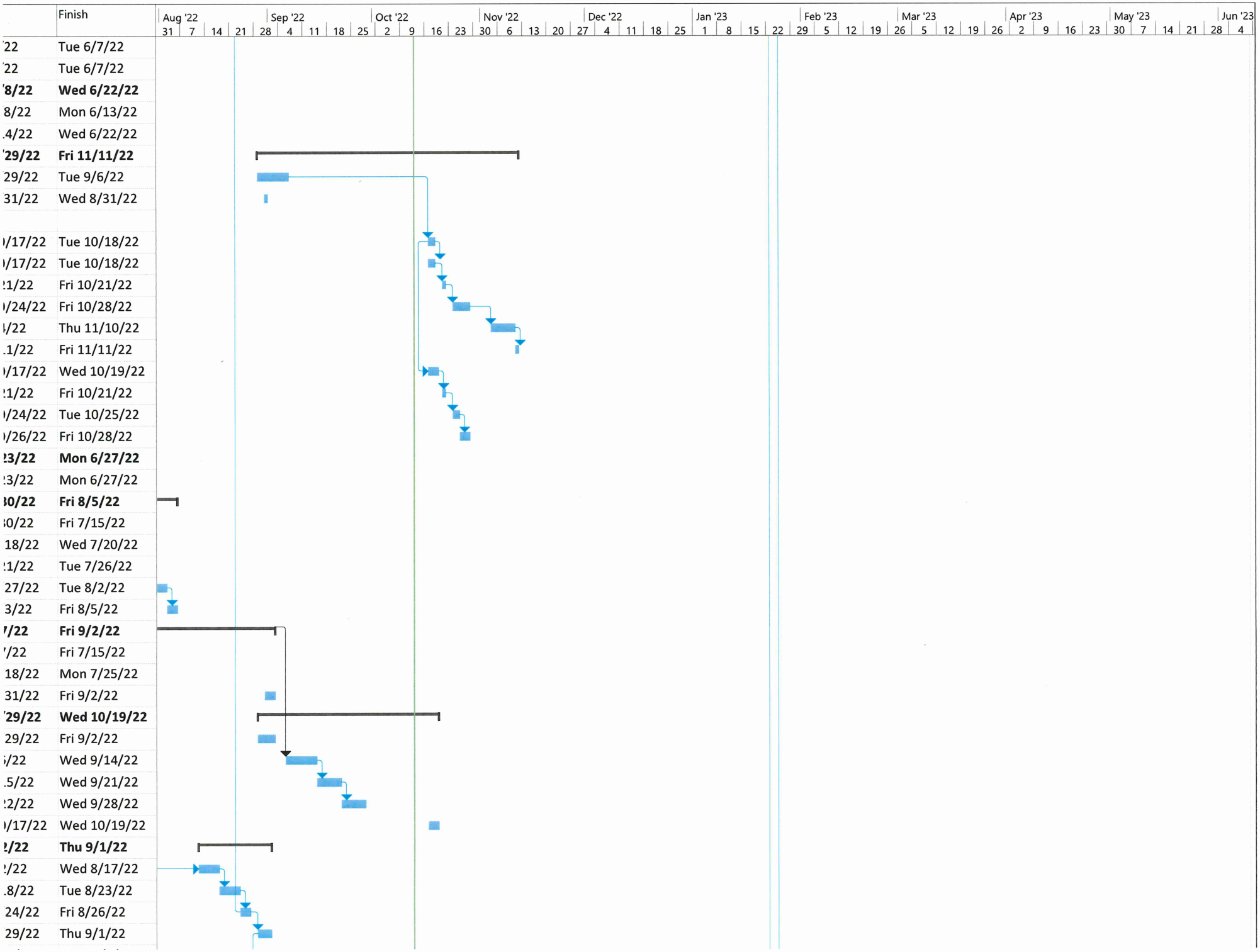
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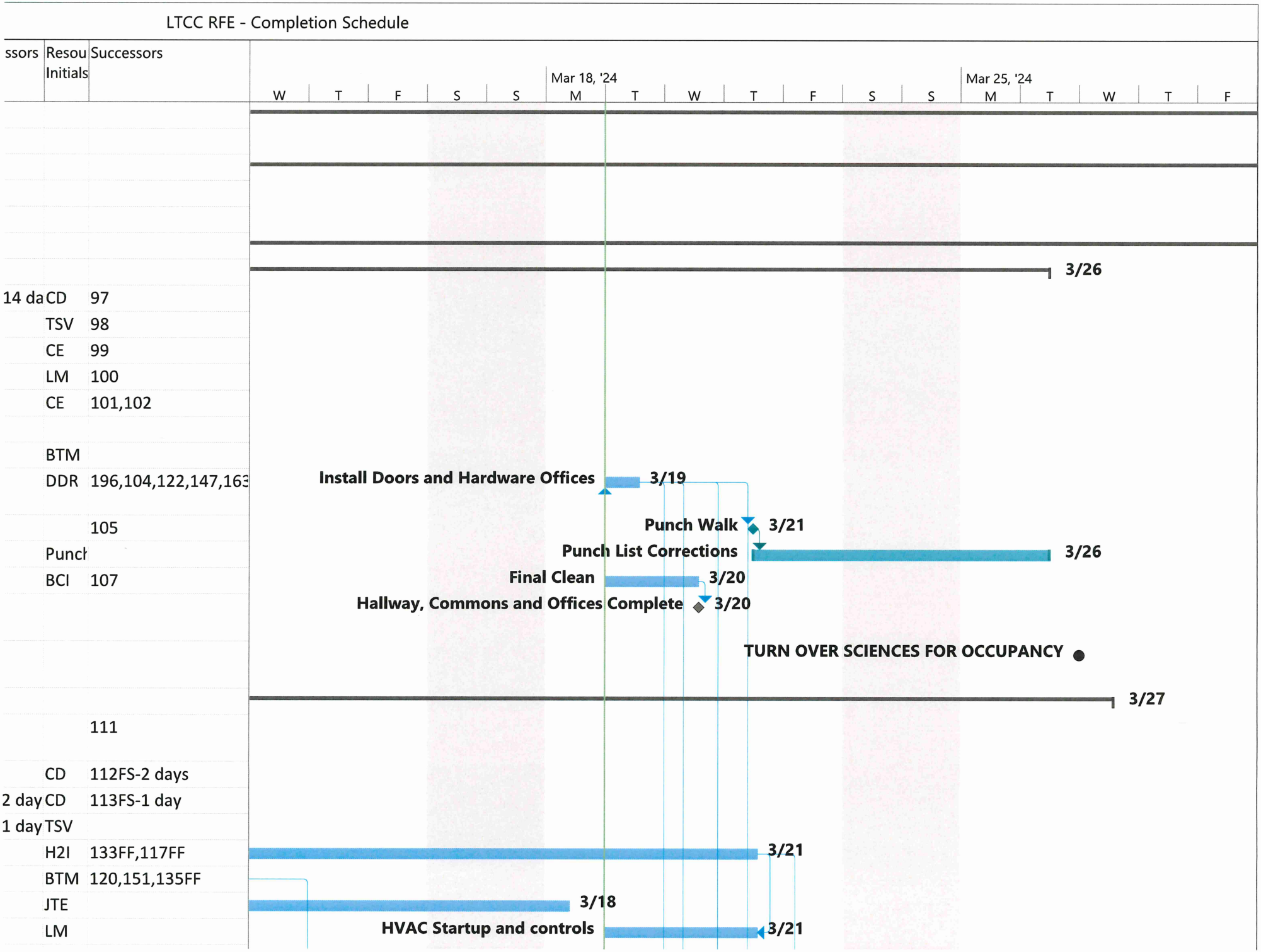
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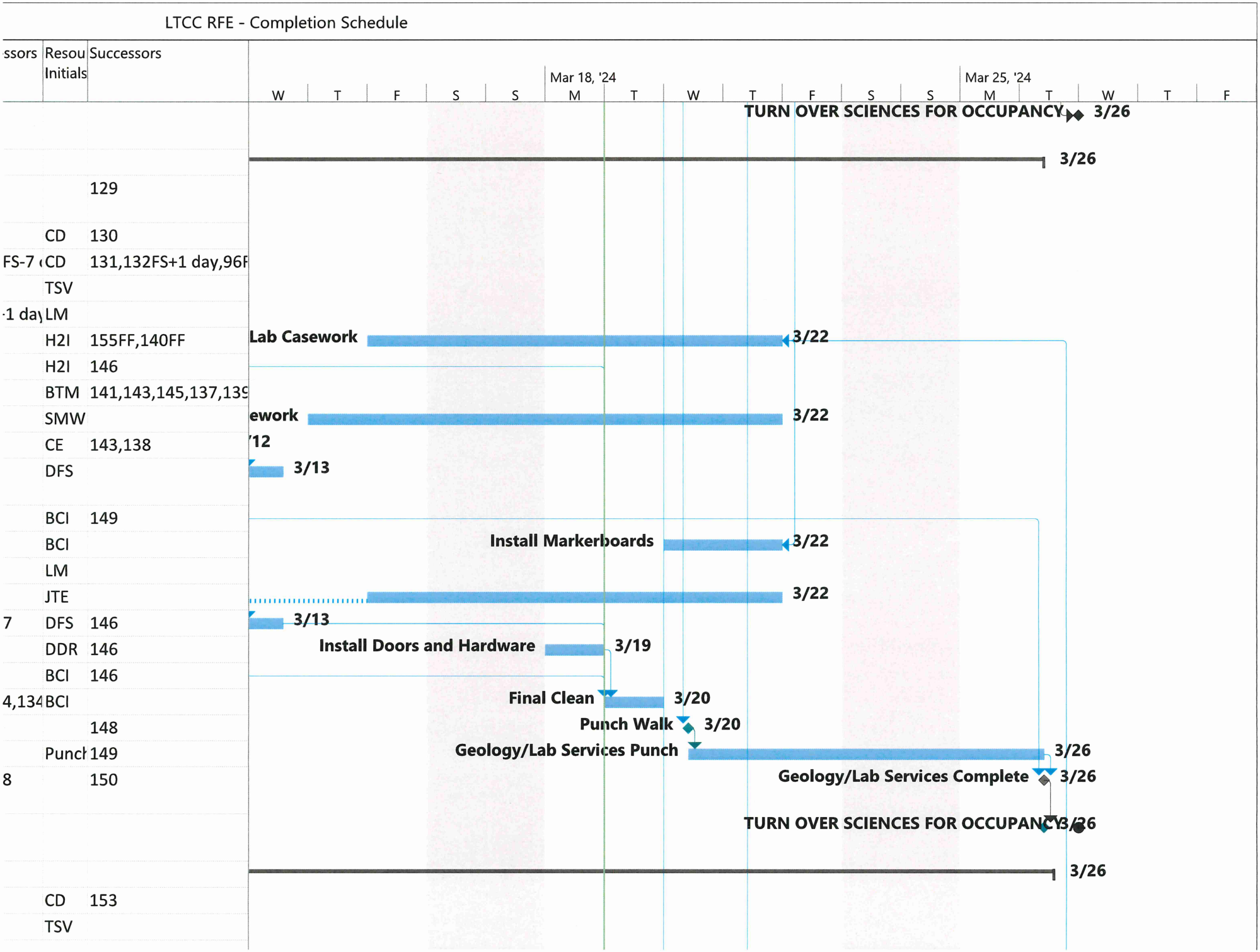
TSV 98
CE 99
LM 100
CE 101,102
BTM
DDR 196,104,122,147,163
Install Doors and Hardware Offices 3/19
105
Punch Walk 3/21
Punch List Corrections 3/26
Punch
BCI 107
Final Clean 3/20
Hallway, Commons and Offices Complete 3/20
TURN OVER SCIENCES FOR OCCUPANCY
3/27
111
CD 112FS-2 days
2 day CD 113FS-1 day
1 day TSV
H2I 133FF,117FF
3/21
BTM 120,151,135FF
JTE
3/18
LM
HVAC Startup and controls
3/21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Lab Casework
3/22
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BTM 141,143,145,137,139
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Install Markerboards
3/22
LM
JTE
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Install Doors and Hardware
3/19
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Final Clean
3/20
148
Punch
Punch Walk
3/20
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Geology/Lab Services Punch
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3/26
TURN OVER SCIENCES FOR OCCUPANCY 3/26
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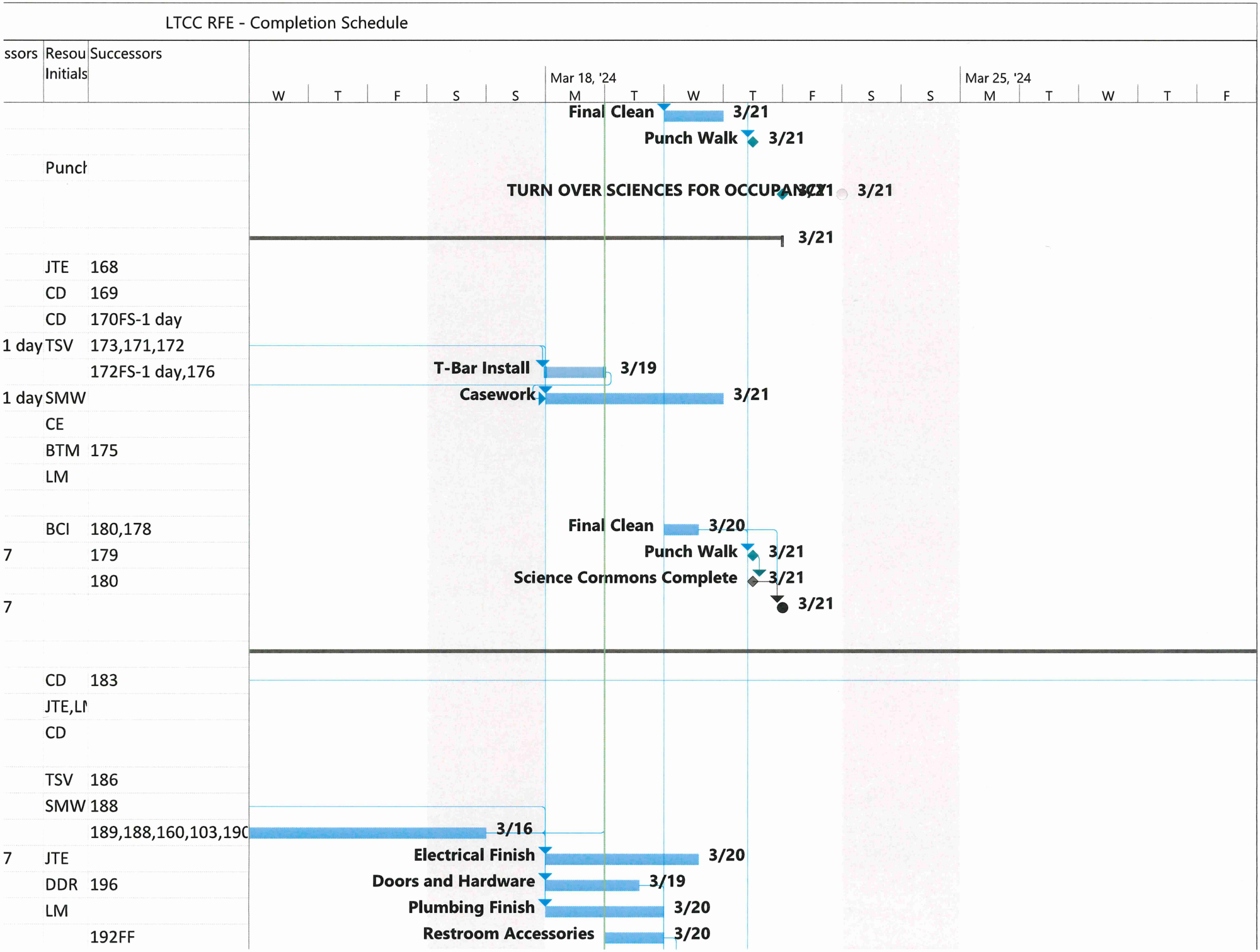
CD 153
TSV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TURN OVER SCIENCES FOR OCCUPANCY 3/21 3/21
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CD 169
CD 170FS-1 day
1 day TSV 173,171,172
172FS-1 day,176
T-Bar Install 3/19
1 day SMW
Casework 3/21
CE
BTM 175
LM
BCI 180,178
Final Clean 3/20
7 179
Punch Walk 3/21
180
Science Commons Complete 3/21
7
3/21
CD 183
JTE,LI
CD
TSV 186
SMW 188
189,188,160,103,190
3/16
7 JTE
Electrical Finish 3/20
DDR 196
Doors and Hardware 3/19
LM
Plumbing Finish 3/20
192FF
Restroom Accessories 3/20

LTCC RFE - Completion Schedule

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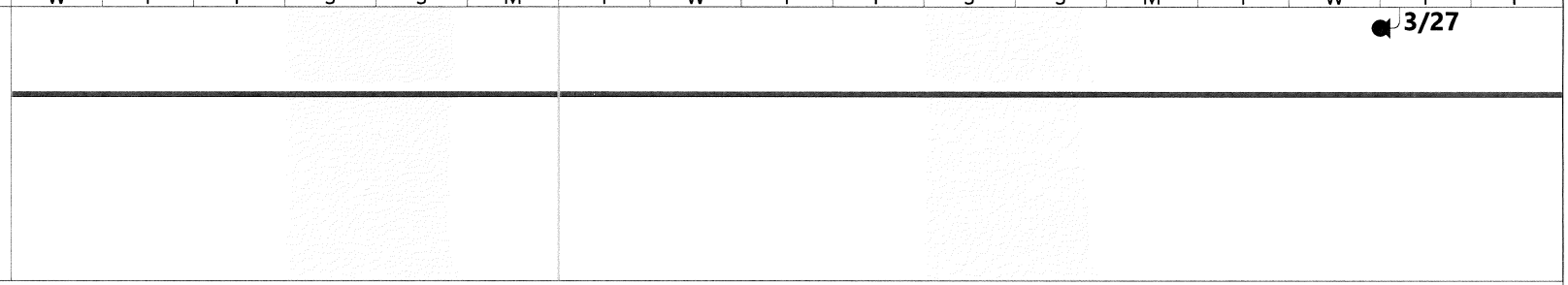

Outlook

Fw: Mariposa HVAC project for Jail

From Walter Wall <wwall@mariposacounty.org>
Date Tue 7/1/2025 4:13 PM
To Danielle Bondshu <dbondshu@mariposacounty.org>

Public Comment on Board item.
Please circulate to the Board.
Thank you.
Walter

From: Austin Bobo <abobo@boboconstructioninc.com>
Sent: Tuesday, July 1, 2025 12:46 PM
To: Walter Wall <wwall@mariposacounty.org>
Cc: Chris Bobo <cbobo@boboconstructioninc.com>; Travis Nicholas <tnicholas@boboconstructioninc.com>
Subject: RE: Mariposa HVAC project for Jail

You don't often get email from abobo@boboconstructioninc.com. Learn why this is important

Hi Walter,
We are a merit shop and the unions like to mess with us. They have increased their tactics within the last couple years; showing up at almost every board meeting honestly just talking crap about us. We are actually pursuing a lawsuit with the Carpenter's Union for slander and defamation. They have provided multiple public entities with literature containing false information against us. Just because we elect to be an open shop they try to pick on us, but I can assure you we have *never* been deemed a non-responsible bidder and we have been contracting successfully since 1952.

Simply put: we choose to be non-union, and those guys don't like that.

Let me know if you need anything else, otherwise – we are so excited to work with you guys!!

Austin Bobo | **LEED AP BD+C, QSP, CESSWI**
Vice President
9722 Kent Street, Elk Grove, CA 95624
Office: (916) 383-7777 x1011
Cell: (916) 642-6216
Fax: (916) 383-1681

Web: www.BoboConstructionInc.com

Send all bids to: bestimating@boboconstructioninc.com
Subcontractors please complete prequalification here: Bobo Prequal

From: Walter Wall <wwall@mariposacounty.org>
Date: July 1, 2025 at 11:51:45 AM PDT
To: Info <binfo@boboconstructioninc.com>
Subject: Mariposa HVAC project for Jail

Was awarded by the Board of Supervisors today to Bobo Construction.
Local 152 showed up at the Board meeting to tell the Board NOT to do business with Bobo.
Why?

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-276

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Task Order No. 8 with The KPA Group for Construction Management Services in the Amount of $67,610; and Authorize the Board Supervisors Chair to Sign the Task Order

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 8 with The KPA Group for Construction Management Services in the Amount of $67,610; and Authorize the Board Supervisors Chair to Sign the Task Order.

The Adult Detention facility is located at 5379 Highway 49 North in Mariposa, CA, and operates as a Type II facility in accordance with federal and state laws. The facility was originally designed and constructed in 1994. The KPA group has worked with the County on the preliminary design reports and the final design of the HVAC replacement. The County is now requesting that The KPA Group manage the construction of the Adult Detention Facility HVAC Replacement. This is a complex, detailed process that needs expertise in all electrical and mechanical processes and technical specifications during the construction phase.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 11, 2025, Resolution 2025-57, the Board approved the First Amendment to Task Order No. 6 with The KPA Group increasing compensation by $32,680 for a New Amount Not to Exceed $184,660.

On February 20, 2024, Resolution 2024-67, the Board approved Task Order No. 6 with The KPA Group for Mariposa County Detention Facility HVAC Replacement Phase II in the amount of $151,980.

On August 9, 2023, Task Order No. 2 with The KPA Group was approved to start preliminary design reports for the Adult Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will be required to procure professional services by other less efficient methods.

FINANCIAL IMPACT

The County will be obtaining a Treasury loan for $3,168,010. The note would carry an interest rate of 4.375% and a term of sixty (60) months.

ATTACHMENTS

1. **Task Order No. 8**
2. **Resolution 2025-57**
3. **Resolution 2024-67**
4. **KPA-Task Order No. #2**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

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

TASK ORDER FOR SERVICES

KPA Group Task Order No. 8
Mariposa County Adult Detention Facility HVAC Replacement - Construction Management Services

Date: _____

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-99) between Mariposa County ('County') and KPA Group ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall manage construction management services for the Adult Detention Facility - HVAC Replacement Project. Work includes Tasks 1-6: (1) Project Management/Coordination, (2) Construction Meetings, (3) Management of Submittals, (4) Site Observations, (5) Payment Applications and Change Orders, (6) Construction Inspections.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $67,610.00.

Funding Source 5577-350-70111
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Rosemaire Smallcombe, Chair
Board of Supervisor

CONTRACTOR

_____
Paul Powers, President
The KPA Group

APPROVED AS TO FORM:

_____
Danielle Bondshu,
Clerk of the Board

_____
Walter W. Wall
County Counsel

EXHIBIT A

KPA
THE KPA GROUP
ENGINEERS
ARCHITECTS

February 18, 2025

Matiel Holloway
Senior Civil Engineer
Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Subject: Mariposa County Adult Detention Facility - HVAC Replacement - Construction Management Services

Dear Matiel,

The purpose of this agreement is to establish a scope of services and fee for construction management services for the HVAC replacement project at the existing Mariposa County Adult Detention Facility. The building was originally designed under 1991 building codes with state amendments and constructed in 1994. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws.

A design for the replacement HVAC system has been completed and construction management services are required to coordinate construction meetings and for onsite observations and inspections.

Project Understanding

The County of Mariposa has reviewed options for HVAC system improvements at the Adult Detention Facility and a design for a new system has been completed. The design option replaces two rooftop-mounted evaporative coolers with four new rooftop-mounted condensing units including associated system upgrades at other areas of the building. The project additionally provides electrical improvements including replacement of the existing 800A main electrical switchboard with a new 1600A switchboard. Electrical improvements also include replacement of an existing 80kW generator with a new 250kW generator. The project is in plan check and can be ready to be bid and constructed upon issuance of the permit.

KPA has previously defined a construction administration services scope as part of our original services proposal provided to the County. Construction administration services entail responses to Contractor Requests for Information (RFIs), review of Contractor submittals, attendance at construction meetings and periodic onsite observations. In addition to construction administration services previously proposed, construction management services are required.

Construction management services aide in monitoring project progress and implementing necessary adjustments. Related tasks include construction inspections and installation procedures, coordination for testing, general contractor management, scheduling and leading of Owner-Architect-Contractor (OAC) meetings and regular onsite presence. Construction duration is anticipated to require sixteen weeks. Construction management will be performed by The KPA Group teamed with List Engineering.

Scope of Services

This document provides a scope of services for construction management services required for the HVAC Replacement project at the Mariposa County Adult Detention Center. The scope of services is organized into the following elements:

- Project Management and Coordination
- Construction Meetings
- Management of Submittals and RFIs

- Site Observations
- Payment Applications and Change Orders
- Construction Inspections

Project Management and Coordination

The KPA Group will manage our construction management services for the project. We will coordinate with List Engineering throughout the course of construction on construction management efforts. We will consult Mariposa County, define applicable inspection criteria, schedule and attend project meetings and communicate with the General Contractor. Discussions and decisions made throughout the course of the initial investigation phase will be documented. We will coordinate testing of generator with a third party to confirm functionality.

The KPA Group will meet with Mariposa County to discuss the needs and details related to HVAC Replacement project construction.

Construction Meetings

We will lead and conduct preconstruction and OAC meetings. We will prepare project meeting agendas for preconstruction meeting and subsequent OAC meetings. Weekly OAC meetings are anticipated and will be scheduled in advance. The project meeting agendas will be shared with the County and Contractor prior to each meeting. We will define a meeting format and maintain this format throughout construction.

The preconstruction meeting will be held at the Adult Detention Facility. Subsequent OAC meetings will be conducted virtually via Microsoft Teams. A typical OAC meeting agenda will review the following topics:

- Status of any required Building Permit amendments
- Site Logistics
- Submittals
- RFIs
- Project Schedule
- Pay Applications & Financials
- Testing & Inspections
- Out of Office Considerations
- New Business

We will provide OAC meeting minutes to the County and Contractor within 24 hours following scheduled OAC meetings. Previous OAC meeting minutes will be used to form the basis of subsequent meeting agendas.

Management of Submittals and RFIs

We will compile a checklist based on required Contractor schedule of submittals as defined in the project design documents and technical specifications. This list of submittals will be utilized for progress tracking during construction. The submittal tracking process will involve maintaining records of:

- Submittal number, submittal type and associated specification number
- Date of initial submittal receipt
- Dates when submittals are due
- Status of subsequent submittal reviews and responses
- Identification of current team responsibilities
- Tracking of material lead times as appropriate
- Identification of submittal reviews as:
    - No Exceptions Taken
    - Make Corrections Noted
    - Revise & Resubmit

- Rejected

A similar process for tracking project RFIs will be conducted. The RFI log will include:

- RFI number
- Description of RFI
- Dates when RFI was received
- Date of RFI response
- Identification of responsible parties
- Indication of cost or schedule impacts

Site Observations

We will visit the project site biweekly (every two weeks) throughout the duration of construction to provide site observations to monitor overall construction progress and status. We will prepare site observation reports documenting findings from these observation efforts and note recommendations for the County's considerations. Recommendations may include requests to the Contractor to complete work observed to be constructed in a manner that does not reflect what is represented on the design documents.

We anticipate additional and supplemental site visits will be required in addition to standard bimonthly site visits. These supplemental site visits will be coordinated with the County and overall construction status. A total of twelve (12) onsite observation visits are anticipated and included in this proposal.

Payment Applications and Change Orders

We will complete review of Contractor payment applications and provide recommendations to Mariposa County as to the validity of payment requests. Review of payment applications will consider overall project schedule, observed level of work completion and discussions with Mariposa County.

We will additionally review change orders for any requests for additional compensation by the Contractor. This process will involve review of design documents to ensure payment for items outlined in change order requests was not already included in the design documents. Review of change orders will involve redline markups to potential change order documents which will be discussed with the County as appropriate and for approval or rejection.

Construction Inspections

We will provide inspections of major parameters of the HVAC system construction. Inspection will be completed utilizing preestablished inspection forms. We will define a communication protocol related to construction inspections with the County and refine this protocol with the Contractor at the preconstruction meeting. Inspection will be related to:

- Inspection of new rooftop openings and supports for new HVAC equipment
- Testing of new HVAC system and controls equipment for functionality
- Inspection of exterior foundations for new generator
- Review of testing and balancing reports for new HVAC equipment

We will provide construction inspection reports summarizing inspection results and findings to Mariposa County. Construction inspections will be coordinated with the overall construction schedule and onsite observations.

Deliverables (electronic)

Preconstruction & OAC Meetings – Preconstruction & OAC Meeting Minutes

Management of Submittals & RFIs – Weekly updated Submittal and RFI Logs

Site Observations – Site Observation Reports

Review of Payment Applications & Change Orders – Markups of payment applications and potential change orders

Construction Inspections – Construction inspection forms. Documentation regarding operation of HVAC and generator equipment and controls.

Schedule of Services

The term of this scope of services is 150 days. Should the project construction extend beyond the anticipated sixteen-week period, the term of this scope of services may require extension.

Owner Responsibilities

- Provide access to the existing facility
- Regular attendance at OAC meetings by representative County Project Manager
- Provide input regarding review of payment applications and potential change orders
- Define any testing or inspection requirements specific to Mariposa County or the Adult Detention Facility
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities (including PG&E) and local governments for any required utility connections and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group sixty seven thousand six hundred ten dollars ($67,610.00) as architectural and engineering fees for the construction management services required for the Adult Detention Facility HVAC replacement project.

Please see the attached compensation worksheet for a detailed breakdown of tasks based on our current understanding of the project and construction management scope of work.

Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on County contracting desires.

Respectfully submitted,
The KPA Group

Paul W. Powers, AIA, NCARB
President

COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet - Construction Management Services 2/18/2025

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$210.00	$210.00	$195.00	$155.00	$105.00	
Project Management and Coordination								
1	Coordination between KPA & List Eng.	1		8	4			$2,695.00
2	Consult with County of Mariposa	1	4	2	4			$2,275.00
3	Meeting scheduling	1	1	4			2	$1,495.00
4	Generator testing coordination	2	4	8	4			$3,770.00
SUBTOTAL		**$1,175.00**	**$1,890.00**	**$4,620.00**	**$2,340.00**	**$0.00**	**$210.00**	**$10,235.00**
Construction Meetings								
1	Preconstruction meeting agenda		1	1				$420.00
2	OAC meeting agendas	2	4	8	8			$4,550.00
3	Meeting notes			4	8			$2,400.00
SUBTOTAL		**$470.00**	**$1,050.00**	**$2,730.00**	**$3,120.00**	**$0.00**	**$0.00**	**$7,370.00**
Management of Submittals and RFIs								
1	Submittal Logs		4		12			$3,180.00
2	RFI Logs		2		8			$1,980.00
3	General management of submittals and RFIs	1	8		8			$3,475.00
SUBTOTAL		**$235.00**	**$2,940.00**	**$0.00**	**$5,460.00**	**$0.00**	**$0.00**	**$8,635.00**
Site Observations								
1	Site observations			48	24			$14,760.00
2	Observation reports	2	12		16			$6,110.00
SUBTOTAL		**$470.00**	**$2,520.00**	**$10,080.00**	**$7,800.00**	**$0.00**	**$0.00**	**$20,870.00**
Payment Applications and Change Orders								
1	Review of Payment Applications	1	4	4	8			$3,475.00
2	Review of Potential Change Orders	1	8	8	4			$4,375.00
SUBTOTAL		**$470.00**	**$2,520.00**	**$2,520.00**	**$2,340.00**	**$0.00**	**$0.00**	**$7,850.00**
Construction Inspections								
1	Construction inspection	1		20	16			$7,555.00
2	Coordinate inspection reports	1	4	8	12			$5,095.00
SUBTOTAL		**$470.00**	**$840.00**	**$5,880.00**	**$5,460.00**	**$0.00**	**$0.00**	**$12,650.00**
TOTAL HOURS		**14**	**56**	**123**	**136**	**0**	**2**	**331**
TOTAL COST - CONSTRUCTION MANAGEMENT		**$3,290.00**	**$11,760.00**	**$25,830.00**	**$26,520.00**	**$0.00**	**$210.00**	**$67,610.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2025

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Elise Fisher
PHONE (A/C, No, Ext): 510-272-1435 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED
The KPA Group
1840 Fourth Street, Suite 200
Livermore CA 94550

KPAGROU-01

COVERAGES **CERTIFICATE NUMBER:** 1762594458 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6806H537085	1/18/2025	1/18/2026	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
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAD5P4T	7/1/2025	7/1/2026	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			105404592	1/18/2025	1/18/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Named Insured has no company owned autos.
RE: All Operations of the Named Insured.

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day Notice of 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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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-57

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment.

After extensive design research on the Adult Detention Facility HVAC system, KPA identified concerns that the current design could not produce and support all the electrical needs. Therefore, additional design services were requested for the facility's electrical capacity needs to support the new equipment for the HVAC improvements and for future capacity to support the planned administrative office expansions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 20, 2024, Resolution 2024-67, the Board approved Task Order No. 6 with The KPA Group for Mariposa County Detention Facility HVAC Replacement Phase II in the amount of $151,980.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the County will not be able to complete the replacement of the HVAC system for the Adult Detention Facility.

FINANCIAL IMPACT

General Fund Contingency will fund the Additional Scope of Work that needs to be performed at the Adult Detention Facility to complete the Design.

ATTACHMENTS

1. **First Amendment to Task Oder No.6**

DS LG

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2. **Budget Action Form_HVAC**
3. **Resolution 2023-99**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0100	92001	General Fund Contingency			32,680
1001	0100	80111	Transfer Out		32,680	
5577	0350	49101	Transfer In		(32,680)	
5577	0350	70111	Community and Office Buildings		32,680	
					32,680	32,680

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

DEPT HEAD SIGNATURE _____ DATE 1/21/25

APPROVED BY RES NO. 2025-057 CLERK _____ DATE 2/11/25

Public Works - 5577 - Sheriff Headquarters/ Jail HVAC

AUDITOR'S USE ONLY
BA #

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FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 6 FOR DESIGN SERVICES FOR HVAC REPLACEMENT PHASE II

THIS FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 6 FOR DESIGN SERVICES FOR HVAC REPLACEMENT PHASE II, is made and entered into this 11th day of February 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The KPA Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 20, 2024, wherein Contractor agreed to provide design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: ADF Electrical Capacity Upgrade.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $32,680 will be added to the original amount of $151,980, making the total compensation paid to Contractor the not to exceed amount of $184,660.

Except as herein amended, the Agreement dated February 20, 2024 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.

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COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B552140DC...

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...

Paul Powers, Principal
The KPA Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

Resolution 2025-057

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FIRST AMENDED EXHIBIT A
FIRST AMENDED SCOPE OF WORK AND COST PROPOSAL

COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Add Services - ADF Electrical Capacity Upgrade

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$210.00	$210.00	$195.00	$155.00	$105.00	
Project Management and Coordination								
1	Continued project management	2	1		1			$875.00
2	Design decisions - generator & main service	1	1	4	2			$1,675.00
SUBTOTAL		**$705.00**	**$420.00**	**$840.00**	**$585.00**	**$0.00**	**$0.00**	**$2,550.00**
Equipment Sizing and Single Line Diagram								
1	Define appropriate equipment sizes		2	8	4			$2,880.00
2	Advance single line diagram			4	2			$1,230.00
SUBTOTAL		**$0.00**	**$420.00**	**$2,520.00**	**$1,170.00**	**$0.00**	**$0.00**	**$4,110.00**
Coordination with Manufactuers and PG&E								
1	Coordinate with Cummins			2	4			$1,200.00
2	Coordinate with Eaton			6	2			$1,650.00
3	Coordinate with PG&E		1	6	2			$1,860.00
4	PG&E Application - complete		1	4	4			$1,830.00
SUBTOTAL		**$0.00**	**$420.00**	**$3,780.00**	**$2,340.00**	**$0.00**	**$0.00**	**$6,540.00**
Siting of New Equipment								
1	Siting of new equipment		4	2	8	4	1	$3,545.00
SUBTOTAL		**$0.00**	**$840.00**	**$420.00**	**$1,560.00**	**$620.00**	**$105.00**	**$3,545.00**
Electrical Design - CDs								
1	Incorporate County comments	1	2	4	2			$1,885.00
2	Code review - Increased capacity		2	8	2			$2,490.00
3	Technical specifications		8	4	8		2	$4,290.00
4	Anticipated power requirements - additions			4				$840.00
5	CDs - incorporate changes	1	2	8	4	12		$4,975.00
6	Plan Review - incorporate into submission		2	4	1			$1,455.00
SUBTOTAL		**$470.00**	**$3,360.00**	**$6,720.00**	**$3,315.00**	**$1,860.00**	**$210.00**	**$15,935.00**
TOTAL HOURS		**5**	**26**	**68**	**46**	**16**	**3**	**164**
TOTAL COST - SERVICE UPGRADE		**$1,175.00**	**$5,460.00**	**$14,280.00**	**$8,970.00**	**$2,480.00**	**$315.00**	**$32,680.00**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2025

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Elise Fisher
PHONE (A/C, No, Ext): 510-272-1435 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : HARTFORD INSURANCE COMPANY	38288
INSURER D : Travelers Casualty and Surety Co of America	31194
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566

KPAGROU-01

COVERAGES **CERTIFICATE NUMBER:** 490981000 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6806H537085	1/18/2025	1/18/2026	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
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAD5P4T	7/1/2024	7/1/2025	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	Professional Liability			105404592	1/18/2025	1/18/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Named Insured has no company owned autos.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-99

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with KPA Group for On-Call Facilities & Architectural Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Facilities and Architectural Services from NJA and KPA Group. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to KPA Group. This firm will be used for Capital Improvement and work performed by the Facilities Division. Future tasks may include office additions and remodels.

Task Order No. 1 is for investigation of the existing facilities, space analysis, and concept drawings for a new facility for the Probation Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 20, 2022, the Board of Supervisors adopted Resolution 22-725 approved an On-Call contract with Black Water Consulting Engineers for Water and Wastewater Services.

On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders.

ATTACHMENTS:
KPA Master Contract (PDF)

REF ID# 13819

DS MR

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KPA Task Order No. 1 (PDF)

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

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and KPA Group ("Contractor"), pursuant to the following terms and conditions.

W IT N E S S E T H:

1.TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2.SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual

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performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless and indemnify, but not defend, County, its officers, employees, , against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, but only to the extent actually caused by the negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

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)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

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11. NOTICE

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

CONTRACTOR:
KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement,

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Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

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21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

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27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances 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. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

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

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

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...

KPA Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Facilities and Architectural Services and Construction Support. Work to include:

- Project Development Support
- Programming and Feasibility Studies
- Space Planning
- ADA Design
- LEED and Sustainability Studies
- Building Evaluations
- Schematic Design
- Design Development
- Construction Documents

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Exhibit 'B'

Fee Schedule

KPA's breakdown of hourly rates for personnel to be assigned to the projects are proposed as follows:

PROFESSIONAL RATE

Category	2022	2023	2024
Principal	$235	$240	$240
Project Manager	$225	$230	$235
Registered Architect or Engineer	$200	$205	$210
Designer/Technical Professional	$185	$190	$195
CAD Technician	$150	$155	$155
Administrative	$100	$100	$105

Sub-consultant billing information aligns similarly to KPA's billing information above and will be provided upon contract award. Costs for expenses related to printing and travel are not marked up and may be provided based on individual projects or task orders. The KPA Group will maintain the above rates if additional overtime work is requested.

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

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H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

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

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

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by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

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SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

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LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

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CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

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upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745 KPAGROU-01	**CONTACT NAME:** Nancy Ferrick **PHONE (A/C, No, Ext):** 510-272-1400 **FAX (A/C, No):** **E-MAIL ADDRESS:** nancy.ferrick@assuredpartners.com
INSURED The KPA Group 6700 Koll Center Parkway Suite 125 Pleasanton CA 94566	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Travelers Indemnity Company of Connecticut — 25682 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Casualty and Surety Co of America — 31194 INSURER D : HARTFORD INSURANCE COMPANY — 38288 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2111266901 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806H537085	1/18/2023	1/18/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BA3R760350	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	57WEGAD5P4T	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			105404592	1/18/2023	1/18/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "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 for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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

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.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, 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, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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Policy: BA3R760350 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

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 executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAD5P4T **Endorsement Number:**
Effective Date: 07/01/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton, CA 94566

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 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 07/01/2023

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Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:55:54 AM Viewed: 3/6/2023 3:28:41 PM Signed: 3/6/2023 3:29:18 PM
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Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:29:20 PM Viewed: 3/6/2023 5:06:21 PM Signed: 3/6/2023 5:06:24 PM
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Paul Powers Paulp@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 73.92.31.111 Signed using mobile	Sent: 3/6/2023 5:06:27 PM Viewed: 3/7/2023 6:45:46 AM Signed: 3/7/2023 6:48:27 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 6:45:46 AM ID: 21772f6e-e3b1-44cd-8d70-299b9885896d		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 6:48:30 AM Resent: 3/7/2023 7:37:44 AM Viewed: 3/7/2023 8:02:26 AM Signed: 3/7/2023 8:02:33 AM
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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 10:53:59 AM
Certified Delivered	Security Checked	3/7/2023 8:02:26 AM
Signing Complete	Security Checked	3/7/2023 8:02:33 AM
Completed	Security Checked	3/7/2023 8:02:33 AM

Payment Events	Status	Timestamps

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/12/2025 7:27:47 AM Viewed: 2/12/2025 9:34:59 AM Signed: 2/12/2025 9:35:10 AM
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Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/12/2025 9:35:12 AM Viewed: 2/12/2025 9:52:17 AM Signed: 2/12/2025 9:52:25 AM
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Paul Powers PaulP@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 24.6.96.65 Signed using mobile	Sent: 2/12/2025 9:52:27 AM Viewed: 2/12/2025 11:20:54 AM Signed: 2/12/2025 11:21:21 AM
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Accepted: 2/12/2025 11:20:54 AM ID: 72fd2a28-1373-413a-a4b1-43615b05b74c		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/12/2025 11:21:23 AM Viewed: 2/12/2025 11:28:52 AM Signed: 2/12/2025 11:28:58 AM
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Certified Delivery Events	Status	Timestamp

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Completed	Security Checked	2/12/2025 11:28:58 AM

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-67

MEETING:	February 20, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign the Task Order

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The Adult Detention Facility fails to provide ample cooling and the existing direct/indirect evaporative cooling roof-top air handling units (AHUs) leak. The scope of work includes preparing bid documents for the replacement of the existing sytem. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The facility was originally designed and constructed in 1994 utilizing an HVAC system with evaporative cooling. Two interior makeshift gutters have been installed to collect the leaking water and help address the safety concerns related to wet floors. Additionally, the system has inconsistent air distribution and flow issues, along with heavy dust and lint build-up which is obstructing clean and appropriate air flow. The control panel is currently located in the Central Control room and is requested to be relocated.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board approved a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve Mariposa County Adult Detention Facility will continue to have health and safety issues.

FINANCIAL IMPACT

Measure M funds previously obligated for the Sheriff's HQ facility will be repurposed for these design services.

ATTACHMENTS

1. **Task 6 - HVAC Phase II**
2. **KPA Group**

DS
LG

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VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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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

TASK ORDER FOR SERVICES

KPA Group Task Order No. 6
Mariposa County Adult Detention Facility -
HVAC Replacement Phase II

Date: February 20, 2024

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-99) between Mariposa County ('County') and KPA Group ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare design services for HVAC improvements at the Mariposa County Adult Detention Center. Work includes Phase II Tasks 1-6: (1) Project Management/Coordination, (2) Schematic Design, (3) Design Development, (4) Construction Documents, (5) State and County Bid Support, (6) Construction Administration Services.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $151,980.

Funding Source 5577-350-70111
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisor

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...
Paul Powers, President
The KPA Group

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:
DocuSigned by:
Steven W Dahlem
F6A416E06B394BF...
Steven W. Dahlem
County Counsel

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EXHIBIT A

KPA
THE KPA GROUP
ENGINEERS
ARCHITECTS

January 15, 2024

Matt Hespenheide, County Engineer
Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Subject: Mariposa County Adult Detention Facility - HVAC Replacement Investigation & Design Services
Fee Proposal R2 (Phase 2 adjustment)

Dear Matt,

The purpose of this agreement is to establish a scope of services and fee for a replacement HVAC system at the existing Mariposa County Adult Detention Facility. The building was originally designed under 1991 building codes with state amendments and constructed in 1994. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The fully sprinklered building is approximately 15,045 SF and serves institutional and business occupancies consisting of detention and support areas, kitchen and laundry, and administrative spaces. A site walk of the facility and grounds was conducted by The KPA Group and led by Public Works and Detention Facility staff on June 29, 2023.

Project Understanding

The Adult Detention Facility was originally designed and constructed in 1994 utilizing an HVAC system with direct/indirect evaporative cooling roof-top air handling units (AHUs) and air conditioning units. In 2016 the original AHUs were replaced with new units. The current units are seven years old and facility staff have reported that the current equipment has been an ongoing maintenance issue from inception and fails to provide ample cooling for a 90-95 degree day. The facility staff indicated their desired indoor temperature for summer months is 72-74 degrees and for winter, 78 degrees.

For the past three years, the system has experienced condensation buildup and leakage which produces about 5 gallons of collected liquid every eight hours. To alleviate this issue, two interior makeshift gutters have been installed to collect the leaking water and help address safety concerns related to wet floors. In addition to ongoing leakage, the system contains inconsistent air distribution and flow issues. Additionally, permanently fixed maximum security and tamper-proof diffusers and registers contain heavy dust and lint build-up which is obstructing clean and appropriate air flow.

Currently, the system's control panel is located in the Central Control watch room and is suggested to remain there for operational convenience. Staff requests that abandoned controls in the facility be removed.

The County wishes to explore tentative options and costs in a preliminary phase (Phase 1), and expand the selected option into design documents as part of a second phase (Phase 2). As part of this project, the County also wishes to add siting of a new Conex container on the south yard area west of the service entry.

Scope of Services

This document provides a scope of services for design services for HVAC improvements at the Mariposa County Adult Detention Center.

Phase 1 – Preliminary Investigation

KPA will provide viable options for improvements to the existing HVAC system at the Adult Detention Center. This preliminary investigation phase will provide review of the existing HVAC system onsite with a mechanical engineer. A basis

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of design will be prepared to document project understanding and viable solutions. Scenarios for consideration will be outlined as part of the basis of design. Order of magnitude construction costs for scenarios will be provided. The selected option and outcomes from the preliminary investigation and basis of design will be advanced into design documents as appropriate.

The Phase 1 services scope of services is organized into the following elements:

- Project Management and Coordination
- Preliminary Investigation
- Basis of Design Report

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of the initial investigation phase will be documented.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements.

Preliminary Investigation

KPA will conduct a site visit for a closer investigation of the existing building and related systems. The site visit will allow the design team to verify and assess existing conditions, electrical system capacity and related building elements. A review of findings with the County will be arranged shortly after the visit to provide more information about the current state of the HVAC system.

Components of investigation will include:

- Current HVAC unit types
- Equipment unit inventory
- Review of as-build drawings
- Determine available electrical capacity
- Re-visit to assess individual locations of proposed new HVAC units and to determine necessary inclusions and additional requirements

Basis of Design Report

KPA will prepare a basis of design report outlining project understanding and direction. The report will compile items learned from the site investigation and contain cost information and an overview of viable solutions along with KPA recommendations. We will review the report with Mariposa County to assist in determination of the best solution to be advanced into design documents as part of Phase 2.

The Basis of Design Report will be organized as follows:

- Overview of Existing Conditions
- Photo Documentation
- HVAC Options
- Order of Magnitude Cost Estimates
- Engineer's Recommendations

Phase 2 – Design Documents

KPA will perform architectural and engineering services required for HVAC system replacement design at the existing detention facility based on the County's chosen design direction. Required changes to the building's electrical system for new HVAC components will be included in the design including for new feeders and disconnects to accommodate the HVAC equipment. Plumbing system design will incorporate required changes based on the new HVAC system. Structural

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engineering services will confirm and provide details to secure new HVAC units at proposed locations. KPA will prepare the required construction drawings for the new replacement HVAC system. The design will result in 100% Construction Documents for bidding purposes and construction period services to complete the project requirements.

The Phase 2 services scope of services is organized into the following elements:

- Project Management and Coordination
- Schematic Design
- Design Development
- Construction Documents
- State and County Review & Bid Support
- Construction Administration Services

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of this project will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements. KPA will coordinate and communicate with Mariposa County's project design team to align project goals with the design. We will manage the services of engineering sub-consultants and internally coordinate the design prior to County review.

Schematic Design

In this phase of design, KPA and sub-consulting engineers will review the current building code requirements related to the facility's occupancy and load. The team will document air distribution and areas of deficiency and begin MEP calculations for system capacity. Required changes, if any, to building mechanical or electrical systems will be outlined for inclusion in a conceptual diagram of updates. Any required change to the fire alarm system based on adjacent air flow capacity of units will be documented but are not anticipated. Replacement HVAC Schematic Design will be developed for the County that incorporates system requirements.

The Schematic Design phase will include:

- Evaluation of existing system and conditions
- Preparation of HVAC replacement concept
- Schematic-level cost estimate
- Preliminary code review
- CAD background development
- Meeting to refine HVAC replacement concept for additional inclusions or considerations for further development in Design Development phase

Design Development

The KPA Group will expand Schematic Design documents into Design Development documents illustrating further development of the design of the new HVAC system. Design Development will determine the final scope of the project and relationships among project components. Design Development documents will provide a clearly-defined design with a comprehensive scope, budget and schedule. Coordination with sub-consultants will continue, and drawings will be updated accordingly. We will meet with Mariposa County during this phase to provide project status updates and to further define project requirements. Code required changes will be implemented and the project schedule and cost estimate will be updated as the design progresses.

The Design Development phase will include:

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- Expanded building code review
- Further evaluation of existing conditions and updates to drawings
- Incorporation of alternate bid items, if any
- Update construction cost estimates
- Draft mechanical calculations
- Prepare outline specifications
- Incorporate review comments and obtain approval to proceed to the Construction Documents phase

Construction Documents

Design Development documents will be advanced into Construction Documents. Construction Documents will refine the extent, configuration, location, relationships and dimensional requirements of the work to be completed. Final changes will be made to equipment enclosure types, design details, electrical one-line diagrams and other components of the design. Specifications will be completed. We will meet with Mariposa County during this phase to discuss project design progress and bid requirements. A construction schedule will be established, and a construction cost estimate will be prepared. Final code-required changes will be implemented and drawings and specifications will be coordinated among the disciplines.

The Construction Documents phase will include:

- Incorporation of design development phase review comments and design revisions
- Complete documentation of building and MEP systems code review and analysis
- Complete technical specifications
- Complete construction drawings, schedules and details
- Finalize construction cost estimate
- Finalize engineering calculations
- Finalize Mechanical Energy Compliance Forms (Title 24 requirements)
- Review 95% Construction Documents with Mariposa County
- Incorporate final County comments and submit 100% Construction Documents

State and County Review & Bid Support

Following completion of Contract documents, KPA will submit to the Board of State and Community Correction for review. Additionally, we will submit to the County for parallel review. KPA will assist the County during the bidding period and respond to RFIs and issue Addendum as required. KPA will assist Mariposa County with bidding services related to HVAC system improvements. We will respond to questions from potential bidders and issue documentation related to clarifications if required.

Construction Administration Services

KPA will perform Construction Administration services related to the redesign of the HVAC system for the Mariposa County Detention Facility. During construction, KPA will attend progress meetings on a twice monthly basis due to the fast-track nature of this project.

Construction Administration services will include:

- Maintain project logs
- Provide consultation and advice
- Confirm specifications for required items
- Notify the County and the Contractor of any failure in HVAC system or supports work or materials to conform to the requirements of the Contract, Plans or Specifications
- Visits to the detention facility to observe work progress and to prepare final punchlist; up to two site visits
- Response to RFIs and review of Submittals, further described below

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KPA will review and respond to any RFIs related to the HVAC improvement design. We will issue necessary interpretations and clarifications including replies to other information requests. We will assist Mariposa County with supplemental instructions related to maintenance requirements and warranty information for individual units. KPA will review and respond to related shop drawings submittals. We will review and approve shop drawings and submittals for conformance to the design. We will review required system testing and balancing.

Construction phase deliverables may include necessary notices, communications, interpretations and clarifications, as required. KPA will perform a final punch list related to the new HVAC system.

Deliverables

Basis of Design (Phase 1) – Basis of Design Report outlining viable improvement options and associated order of magnitude construction costs along with engineer's recommendations.

Design Development (Phase 2) – Design Development-level plans showing HVAC replacement design, HVAC equipment schedules, locations and general service areas. An updated project schedule and cost estimate will be presented along with a draft set of specifications.

Construction Documents (Phase 2) – Final plans showing HVAC replacement design, HVAC equipment schedules, architectural inclusions, structural details, electrical drawings and final locations of HVAC units. Final specifications will be provided.

Design Schedule

KPA will complete the design of the replacement HVAC system within 120 days of Notice to Proceed.

Owner Responsibilities

- Provide access to the existing facility
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group the amount of thirty-two thousand eight hundred fifty dollars as architectural and engineering fees for Phase 1. For Phase 2, the County will pay The KPA Group an estimated **one hundred fifty-one thousand nine hundred eighty dollars ($151,980.00)** as architectural and engineering fees for design work for the Adult Detention Facility HVAC Replacement Design. Total compensation for both phases is outlined below.

Phase 1..... $ 32,850.00 **(completed)**
Phase 2..... $151,980.00 *
Total Compensation..... $184,830.00

*** Note: Phase 2 design fee proposed is based on County preferred moderate design solution Option 2 of HVAC Study dated November 2023 and ability to re-use portions of the existing HVAC system.**

Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work for each proposed project phase.

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Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on County contracting desires.

Respectfully submitted,
The KPA Group



Paul W. Powers, AIA, NCARB
President

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COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Phase 2 - Design Documents for Moderate Design Solution **OPTION 2**

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$210.00	$210.00	$195.00	$155.00	$105.00	
Project Management and Coordination								
1	Project meetings - recurring	4	4	4	4		2	$3,610.00
2	Team coordination	8	4	4	4	4		$4,960.00
3	Quality control	4	8	4	4			$4,240.00
SUBTOTAL		$3,760.00	$3,360.00	$2,520.00	$2,340.00	$620.00	$210.00	$12,810.00
Schematic Design								
1	Concept options / Basis of Design		2	8	8			$3,660.00
2	Preliminary code review	1	4	8				$2,755.00
3	SD-level cost estimate	1	2	2	4			$1,855.00
4	Schematic Design drawings	1	8	16	12	24		$11,335.00
5	Incorporate review comments			2	2	4		$1,430.00
SUBTOTAL		$705.00	$3,360.00	$7,560.00	$5,070.00	$4,340.00	$0.00	$21,035.00
Design Development								
1	Expand code review	1	4	4	2		1	$2,410.00
2	Load Calculations			8				$1,680.00
3	DD-level cost estimate	1	4	8	8			$4,315.00
4	Design Development drawings	2	12	16	28	42		$18,320.00
5	Outline specifications	1	2	6	4		2	$2,905.00
6	Incorporate review comments	2	2	4	4	8		$3,750.00
SUBTOTAL		$1,645.00	$5,040.00	$9,660.00	$8,970.00	$7,750.00	$315.00	$33,380.00
Construction Documents								
1	Complete code review	1	4	6	2			$2,725.00
2	Complete technical specifications	1	4	8	12	2	2	$5,615.00
3	Final cost estimate	1	2	6	8			$3,475.00
4	Prepare 95% Construction Documents	1	8	16	24	56		$18,635.00
5	Incorporate review comments	2	2	4	4	8		$3,750.00
6	Prepare final Construction Documents	2	4	4	12	16		$6,970.00
SUBTOTAL		$1,880.00	$5,040.00	$9,240.00	$12,090.00	$12,710.00	$210.00	$41,170.00
State and County Review & Bid Support								
1	Submit to State/County	1	2		4			$1,435.00
2	Plan Check response (2 rounds)	2	8	8	8	16	2	$8,080.00
3	Compile bid documents	1	2	1	2	8	2	$2,600.00
4	Bidding support		2	2	1		1	$1,140.00
SUBTOTAL		$940.00	$2,940.00	$2,310.00	$2,925.00	$3,720.00	$525.00	$13,255.00
Construction Administration & Closeout								
1	General construction administration	2	4	4	8		2	$3,920.00
2	RFI responses	4	2	8	12			$5,380.00
3	Shop drawing review	4	2	8	12			$5,380.00
4	Work progress visit (assume 1 visit)		8	8	8			$4,920.00
5	Construction progress meetings	2	8	8	8		2	$5,600.00
6	Punchlist		8	8	8		2	$5,130.00
SUBTOTAL		$2,820.00	$6,720.00	$9,240.00	$10,920.00	$0.00	$630.00	$30,330.00
TOTAL HOURS		50	126	193	217	188	18	792
TOTAL COST - PHASE 2		$11,750.00	$26,460.00	$40,530.00	$42,315.00	$29,140.00	$1,890.00	$151,980.00

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Elise Fisher **PHONE (A/C, No, Ext):** 510-272-1435 **FAX (A/C, No):** **E-MAIL ADDRESS:** DesignProCerts@AssuredPartners.com
INSURED The KPA Group 6700 Koll Center Parkway Suite 125 Pleasanton CA 94566 KPAGROU-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Travelers Indemnity Company of Connecticut — 25682 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Casualty and Surety Co of America — 31194 INSURER D : HARTFORD INSURANCE COMPANY — 38288 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1100892867 **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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liab [ ] Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6806H537085	1/18/2024	1/18/2025	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 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2024	1/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WEGAD5P4T	7/1/2023	7/1/2024	[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			105404592	1/18/2024	1/18/2025	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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Certificate Of Completion

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Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/20/2024 12:00:58 PM Viewed: 2/20/2024 12:01:45 PM Signed: 2/20/2024 12:01:55 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/20/2024 12:01:56 PM Viewed: 2/20/2024 12:57:58 PM Signed: 2/20/2024 12:58:07 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/20/2024 12:58:09 PM Viewed: 2/21/2024 12:45:07 PM Signed: 2/21/2024 12:45:11 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Paul Powers PaulP@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 50.222.63.106	Sent: 2/21/2024 12:45:13 PM Viewed: 2/21/2024 12:59:42 PM Signed: 2/21/2024 1:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/21/2024 12:59:42 PM ID: 07e3c0c8-76ad-41f8-b74e-be8cbdf61683		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/21/2024 1:00:06 PM Viewed: 2/21/2024 1:38:00 PM Signed: 2/21/2024 1:38:06 PM
Electronic Record and Signature Disclosure: Accepted: 2/21/2024 1:38:00 PM ID: a5079839-24a9-461d-9cd9-69852d74f512		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/20/2024 12:00:58 PM
Certified Delivered	Security Checked	2/21/2024 1:38:00 PM
Signing Complete	Security Checked	2/21/2024 1:38:06 PM
Completed	Security Checked	2/21/2024 1:38:06 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* Dept.: *Clerk of the Board* Date: 8/09/23

From: Melinda Rice Agreement with: KPA Group

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) **Is this a digital signature request?** Yes ☒ No ☐ *(If No, please provide two original copies signed by the vendor.)*

2) **Is this the standard County Agreement Form?** Yes ☒ No ☐ *If No, please answer the following question:*

a. **Has this non-standard agreement been vetted by County Counsel?** Yes ☐ No ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) **Is the Certificate of Insurance attached?** Yes ☒ No ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Paul Powers, President *(Name of person signing the agreement and their title)*
Vendor Email: paulp@thekpagroup.com *(Email of signee)*

For: KPA Group Task Order No. 2 *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*
Term: 2/21/23 to 6/30/27 *(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

Is this an Amendment to an Agreement? Yes ☐ No ☒
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ☒ No ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000** (MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☒ $32,850 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

DS MR

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 02-01-23

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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

TASK ORDER FOR SERVICES

KPA Group Task Order No. 2
Mariposa County Adult Detention Facility -
HVAC System Replacement

Date: August 9, 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-99) between Mariposa County ('County') and KPA Group ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary design reports for the replacement of the Mariposa County Adult Detention Facility - HVAC System Replacement. Work includes Phase 1 Tasks 1-3: (1) Project Management/Coordination, (2) Preliminary Investigation, (3) Basis of Design Report.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $32,850.

Funding Source 3487-102-70111
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
2E01D0C6E7564A5...
Dallin Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
CF95F258447648B...
KPA Group

APPROVED AS TO FORM:

DocuSigned by:
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK



THE KPA GROUP

ENGINEERS
ARCHITECTS

August 4, 2023

Matt Hespenheide, County Engineer
Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Subject: Mariposa County Adult Detention Facility - HVAC Replacement Investigation & Design Services

Dear Matt,

The purpose of this agreement is to establish a scope of services and fee for a replacement HVAC system at the existing Mariposa County Adult Detention Facility. The building was originally designed under 1991 building codes with state amendments and constructed in 1994. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The fully sprinklered building is approximately 15,045 SF and serves institutional and business occupancies consisting of detention and support areas, kitchen and laundry, and administrative spaces. A site walk of the facility and grounds was conducted by The KPA Group and led by Public Works and Detention Facility staff on June 29, 2023.

Project Understanding

The Adult Detention Facility was originally designed and constructed in 1994 utilizing an HVAC system with direct/indirect evaporative cooling roof-top air handling units (AHUs) and air conditioning units. In 2016 the original AHUs were replaced with new units. The current units are seven years old and facility staff have reported that the current equipment has been an ongoing maintenance issue from inception and fails to provide ample cooling for a 90-95 degree day. The facility staff indicated their desired indoor temperature for summer months is 72-74 degrees and for winter, 78 degrees.

For the past three years, the system has experienced condensation buildup and leakage which produces about 5 gallons of collected liquid every eight hours. To alleviate this issue, two interior makeshift gutters have been installed to collect the leaking water and help address safety concerns related to wet floors. In addition to ongoing leakage, the system contains inconsistent air distribution and flow issues. Additionally, permanently fixed maximum security and tamper-proof diffusers and registers contain heavy dust and lint build-up which is obstructing clean and appropriate air flow.

Currently, the system's control panel is located in the Central Control watch room and is suggested to remain there for operational convenience. Staff requests that abandoned controls in the facility be removed.

The County wishes to explore tentative options and costs in a preliminary phase (Phase 1), and expand the selected option into design documents as part of a second phase (Phase 2). As part of this project, the County also wishes to add siting of a new Conex container on the south yard area west of the service entry.

Scope of Services

This document provides a scope of services for design services for HVAC improvements at the Mariposa County Adult Detention Center.

Phase 1 – Preliminary Investigation

KPA will provide viable options for improvements to the existing HVAC system at the Adult Detention Center. This preliminary investigation phase will provide review of the existing HVAC system onsite with a mechanical engineer. A basis

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of design will be prepared to document project understanding and viable solutions. Scenarios for consideration will be outlined as part of the basis of design. Order of magnitude construction costs for scenarios will be provided. The selected option and outcomes from the preliminary investigation and basis of design will be advanced into design documents as appropriate.

The Phase 1 services scope of services is organized into the following elements:

- Project Management and Coordination
- Preliminary Investigation
- Basis of Design Report

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of the initial investigation phase will be documented.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements.

Preliminary Investigation

KPA will conduct a site visit for a closer investigation of the existing building and related systems. The site visit will allow the design team to verify and assess existing conditions, electrical system capacity and related building elements. A review of findings with the County will be arranged shortly after the visit to provide more information about the current state of the HVAC system.

Components of investigation will include:

- Current HVAC unit types
- Equipment unit inventory
- Review of as-build drawings
- Determine available electrical capacity
- Re-visit to assess individual locations of proposed new HVAC units and to determine necessary inclusions and additional requirements

Basis of Design Report

KPA will prepare a basis of design report outlining project understanding and direction. The report will compile items learned from the site investigation and contain cost information and an overview of viable solutions along with KPA recommendations. We will review the report with Mariposa County to assist in determination of the best solution to be advanced into design documents as part of Phase 2.

The Basis of Design Report will be organized as follows:

- Overview of Existing Conditions
- Photo Documentation
- HVAC Options
- Order of Magnitude Cost Estimates
- Engineer's Recommendations

<u>Phase 2 – Design Documents</u>

KPA will perform architectural and engineering services required for HVAC system replacement design at the existing detention facility based on the County's chosen design direction. Required changes to the building's electrical system for new HVAC components will be included in the design including for new feeders and disconnects to accommodate the HVAC equipment. Plumbing system design will incorporate required changes based on the new HVAC system. Structural

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engineering services will confirm and provide details to secure new HVAC units at proposed locations. KPA will prepare the required construction drawings for the new replacement HVAC system. The design will result in 100% Construction Documents for bidding purposes and construction period services to complete the project requirements.

The Phase 2 services scope of services is organized into the following elements:

- Project Management and Coordination
- Schematic Design
- Design Development
- Construction Documents
- State and County Review & Bid Support
- Construction Administration Services

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of this project will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements. KPA will coordinate and communicate with Mariposa County's project design team to align project goals with the design. We will manage the services of engineering sub-consultants and internally coordinate the design prior to County review.

Schematic Design

In this phase of design, KPA and sub-consulting engineers will review the current building code requirements related to the facility's occupancy and load. The team will document air distribution and areas of deficiency and begin MEP calculations for system capacity. Required changes, if any, to building mechanical or electrical systems will be outlined for inclusion in a conceptual diagram of updates. Any required change to the fire alarm system based on adjacent air flow capacity of units will be documented but are not anticipated. Replacement HVAC Schematic Design will be developed for the County that incorporates system requirements.

The Schematic Design phase will include:

- Evaluation of existing system and conditions
- Preparation of HVAC replacement concept
- Schematic-level cost estimate
- Preliminary code review
- CAD background development
- Meeting to refine HVAC replacement concept for additional inclusions or considerations for further development in Design Development phase

Design Development

The KPA Group will expand Schematic Design documents into Design Development documents illustrating further development of the design of the new HVAC system. Design Development will determine the final scope of the project and relationships among project components. Design Development documents will provide a clearly-defined design with a comprehensive scope, budget and schedule. Coordination with sub-consultants will continue, and drawings will be updated accordingly. We will meet with Mariposa County during this phase to provide project status updates and to further define project requirements. Code required changes will be implemented and the project schedule and cost estimate will be updated as the design progresses.

The Design Development phase will include:

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- Expanded building code review
- Further evaluation of existing conditions and updates to drawings
- Incorporation of alternate bid items, if any
- Update construction cost estimates
- Draft mechanical calculations
- Prepare outline specifications
- Incorporate review comments and obtain approval to proceed to the Construction Documents phase

Construction Documents

Design Development documents will be advanced into Construction Documents. Construction Documents will refine the extent, configuration, location, relationships and dimensional requirements of the work to be completed. Final changes will be made to equipment enclosure types, design details, electrical one-line diagrams and other components of the design. Specifications will be completed. We will meet with Mariposa County during this phase to discuss project design progress and bid requirements. A construction schedule will be established, and a construction cost estimate will be prepared. Final code-required changes will be implemented and drawings and specifications will be coordinated among the disciplines.

The Construction Documents phase will include:

- Incorporation of design development phase review comments and design revisions
- Complete documentation of building and MEP systems code review and analysis
- Complete technical specifications
- Complete construction drawings, schedules and details
- Finalize construction cost estimate
- Finalize engineering calculations
- Finalize Mechanical Energy Compliance Forms (Title 24 requirements)
- Review 95% Construction Documents with Mariposa County
- Incorporate final County comments and submit 100% Construction Documents

State and County Review & Bid Support

Following completion of Contract documents, KPA will submit to the Board of State and Community Correction for review. Additionally, we will submit to the County for parallel review. KPA will assist the County during the bidding period and respond to RFIs and issue Addendum as required. KPA will assist Mariposa County with bidding services related to HVAC system improvements. We will respond to questions from potential bidders and issue documentation related to clarifications if required.

Construction Administration Services

KPA will perform Construction Administration services related to the redesign of the HVAC system for the Mariposa County Detention Facility. During construction, KPA will attend progress meetings on a twice monthly basis due to the fast-track nature of this project.

Construction Administration services will include:

- Maintain project logs
- Provide consultation and advice
- Confirm specifications for required items
- Notify the County and the Contractor of any failure in HVAC system or supports work or materials to conform to the requirements of the Contract, Plans or Specifications
- Visits to the detention facility to observe work progress and to prepare final punchlist; up to two site visits
- Response to RFIs and review of Submittals, further described below

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KPA will review and respond to any RFIs related to the HVAC improvement design. We will issue necessary interpretations and clarifications including replies to other information requests. We will assist Mariposa County with supplemental instructions related to maintenance requirements and warranty information for individual units. KPA will review and respond to related shop drawings submittals. We will review and approve shop drawings and submittals for conformance to the design. We will review required system testing and balancing.

Construction phase deliverables may include necessary notices, communications, interpretations and clarifications, as required. KPA will perform a final punch list related to the new HVAC system.

Deliverables

Basis of Design (Phase 1) – Basis of Design Report outlining viable improvement options and associated order of magnitude construction costs along with engineer's recommendations.

Design Development (Phase 2) – Design Development-level plans showing HVAC replacement design, HVAC equipment schedules, locations and general service areas. An updated project schedule and cost estimate will be presented along with a draft set of specifications.

Construction Documents (Phase 2) – Final plans showing HVAC replacement design, HVAC equipment schedules, architectural inclusions, structural details, electrical drawings and final locations of HVAC units. Final specifications will be provided.

Design Schedule

KPA will complete the design of the replacement HVAC system within 120 days of Notice to Proceed.

Owner Responsibilities

- Provide access to the existing facility
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group the amount of thirty two thousand eight hundred fifty dollars as architectural and engineering fees for Phase 1. For Phase 2, the County will pay The KPA Group an estimated one hundred forty-three thousand seven hundred ten dollars ($143,710.00) as architectural and engineering fees for design work for the Adult Detention Facility HVAC Replacement Design. Total compensation for both phases is outlined below.

Phase 1.....$32,850.00
Phase 2..... $143,710.00
Total Compensation.....$176,560.00

*Note: Phase 2 design fee proposed is based on moderate design solution and ability to re-use portions of the existing HVAC system.

Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work for each proposed project phase.

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Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on County contracting desires.

Respectfully submitted,
The KPA Group

Paul W. Powers, AIA, NCARB
President

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EXHIBIT B
COST PROPOSAL

COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Phase 1 - Preliminary Investigation

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGNIEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$230.00	$205.00	$205.00	$190.00	$155.00	$100.00	
Project Management and Coordination								
1	Project meetings - recurring	1	2	4	4			$2,220.00
2	Team coordination	2	1	4	4			$2,245.00
3	Quality control	1		2	1			$830.00
SUBTOTAL		**$920.00**	**$615.00**	**$2,050.00**	**$1,710.00**	**$0.00**	**$0.00**	**$5,295.00**
Preliminary Investigation								
1	Site visit and verifications	1	8	8	8			$5,030.00
2	Review as-builds and County documents		2	2				$820.00
3	Evaluate existing conditions	1	2	2	2			$1,430.00
4	Analyze air distribution	1	2	4	2			$1,840.00
5	Revisit / refine preferred system design	1	8	8		8		$4,750.00
SUBTOTAL		**$920.00**	**$4,510.00**	**$4,920.00**	**$2,280.00**	**$1,240.00**	**$0.00**	**$13,870.00**
Basis of Design Report								
1	Documentation of field information		2	8	4			$2,810.00
2	Preliminary code review		2	4	2			$1,610.00
3	Development of HVAC options	1		12	4			$3,450.00
4	Order of magnitude cost estimates		2	4	2			$1,610.00
5	Compile report		2	4	8		4	$3,150.00
6	Review with Mariposa County	1		1		4		$1,055.00
SUBTOTAL		**$460.00**	**$1,640.00**	**$6,765.00**	**$3,800.00**	**$620.00**	**$400.00**	**$13,685.00**
TOTAL HOURS		**10**	**33**	**67**	**41**	**12**	**4**	**167**
TOTAL COST - PHASE 1		**$2,300.00**	**$6,765.00**	**$13,735.00**	**$7,790.00**	**$1,860.00**	**$400.00**	**$32,850.00**

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COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Phase 2 - Design Documents (Moderate Design Solution)

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGNIEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$230.00	$205.00	$205.00	$190.00	$155.00	$100.00	
Project Management and Coordination								
1	Project meetings - recurring	4	4	4	4		2	$3,520.00
2	Team coordination	8	4	4	4	4		$4,860.00
3	Quality control	4	8	4	4			$4,140.00
SUBTOTAL		**$3,680.00**	**$3,280.00**	**$2,460.00**	**$2,280.00**	**$620.00**	**$200.00**	**$12,520.00**
Schematic Design								
1	Concept options / Basis of Design		2	8	8			$3,570.00
2	Preliminary code review	1	4	8				$2,690.00
3	SD-level cost estimate	1	2	2	4			$1,810.00
4	Schematic Design drawings	1	8	16	8	24		$10,390.00
5	Incorporate review comments			1		4		$825.00
SUBTOTAL		**$690.00**	**$3,280.00**	**$7,175.00**	**$3,800.00**	**$4,340.00**	**$0.00**	**$19,285.00**
Design Development								
1	Expand code review	1	4	4	2		1	$2,350.00
2	Load Calculations			8				$1,640.00
3	DD-level cost estimate	1	4	8	8			$4,210.00
4	Design Development drawings	2	12	16	24	42		$17,270.00
5	Outline specifications	1	2	6	4		2	$2,830.00
6	Incorporate review comments	1	2	2	2	8		$2,670.00
SUBTOTAL		**$1,380.00**	**$4,920.00**	**$9,020.00**	**$7,600.00**	**$7,750.00**	**$300.00**	**$30,970.00**
Construction Documents								
1	Complete code review	1	4	4	2			$2,250.00
2	Complete technical specifications	1	4	8	12	2	2	$5,480.00
3	Final cost estimate	1	2	4	8			$2,980.00
4	Prepare 95% Construction Documents	1	8	12	24	56		$17,570.00
5	Incorporate review comments	1	2	2	2	8		$2,670.00
6	Prepare final Construction Documents	2	4	8	12	16		$7,680.00
SUBTOTAL		**$1,610.00**	**$4,920.00**	**$7,790.00**	**$11,400.00**	**$12,710.00**	**$200.00**	**$38,630.00**
State and County Review & Bid Support								
1	Submit to State/County	1	2		4			$1,400.00
2	Plan Check response (2 rounds)	2	8	8	8	16	1	$7,840.00
3	Compile bid documents	1	2	1	1	8	2	$2,375.00
4	Bidding support		2	2	1		1	$1,110.00
SUBTOTAL		**$920.00**	**$2,870.00**	**$2,255.00**	**$2,660.00**	**$3,720.00**	**$400.00**	**$12,725.00**
Construction Administration & Closeout								
1	General construction administration	2	4	4	8		2	$3,820.00
2	RFI responses	4	2	8	12			$5,250.00
3	Shop drawing review	4	2	8	12			$5,250.00
4	Work progress visit (assume 1 visit)		8	8	8			$4,800.00
5	Construction progress meetings	2	8	8	8		2	$5,460.00
6	Punchlist		8	8	8		2	$5,000.00
SUBTOTAL		**$2,760.00**	**$6,560.00**	**$9,020.00**	**$10,640.00**	**$0.00**	**$600.00**	**$29,580.00**
TOTAL HOURS		**48**	**126**	**184**	**202**	**188**	**17**	**765**
TOTAL COST - PHASE 2		**$11,040.00**	**$25,830.00**	**$37,720.00**	**$38,380.00**	**$29,140.00**	**$1,700.00**	**$143,710.00**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549
License#: 6003745

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510-272-1400 FAX (A/C, No):
E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : HARTFORD INSURANCE COMPANY	38288
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566
KPAGROU-01

COVERAGES CERTIFICATE NUMBER: 2111266901 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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806H537085	1/18/2023	1/18/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BA3R760350	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	57WEGAD5P4T	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			105404592	1/18/2023	1/18/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of 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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DocuSign

Certificate Of Completion

Envelope Id: 3CEE378072ED432FA579DCDEB8D3C365
Status: Completed
Subject: Complete with DocuSign: PW - KPA Task Order #2 8-9-23.pdf
Source Envelope:
Document Pages: 11
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
8/9/2023 2:52:44 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

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Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/9/2023 2:55:34 PM Viewed: 8/9/2023 3:10:01 PM Signed: 8/9/2023 3:10:08 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Dallin Kimble dkimble@mariposacounty.org CAO County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 8/9/2023 3:10:09 PM Viewed: 8/10/2023 1:18:34 PM Signed: 8/10/2023 1:18:57 PM
Electronic Record and Signature Disclosure: Accepted: 8/10/2023 1:18:34 PM ID: 8b3ad845-72d9-4f41-81ef-3383bca32a24		
Paul Powers Paulp@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 73.92.31.111	Sent: 8/10/2023 1:18:59 PM Viewed: 8/10/2023 2:36:49 PM Signed: 8/10/2023 2:36:59 PM
Electronic Record and Signature Disclosure: Accepted: 8/10/2023 2:36:49 PM ID: 96c3cf46-dacf-4295-a995-1cdb630a53a0		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	DS MR Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/10/2023 2:37:01 PM Viewed: 8/14/2023 7:30:10 AM Signed: 8/14/2023 7:33:01 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/30/2022 10:48:53 AM ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2023 2:55:34 PM
Certified Delivered	Security Checked	8/14/2023 7:30:10 AM
Signing Complete	Security Checked	8/14/2023 7:33:01 AM
Completed	Security Checked	8/14/2023 7:33:01 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 1, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Discussion and Possible Direction to the County Administrative Officer to Lead the Effort with an Ad-Hoc Committee of Code Compliance Members to Write the Much-Needed Code Compliance Ordinances and Program Documents

---

RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction to the County Administrative Officer to Lead the Effort with an Ad-Hoc Committee of Code Compliance Members to Write the Much-Needed Code Compliance Ordinances and Program Documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 13th, the CCAC gave consensus to recommend that staff bring an item to the Board for the above direction.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not give direction, and Code Compliance will continue to work with Planning Staff on a new document.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 1, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: **CLOSED SESSION:** Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not applicable.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not applicable.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. CC 25-7

CC 25-7

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF AHMET OZ, MELANY OZ, TEOMAN, OZ LALE OZ and SEZAI OZ
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
JUN 02 2025
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: AHMET OZ, MELANY OZ, TEOMAN OZ, LALE OZ and SEZAI OZ

Whose address is: 7745 Castilian Road

City and State: Dublin, CA Zip: 94568

Contact Phone: 510-415-2389 Email: _____

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $_____.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☐ Property Damage
- ☒ Personal Injury
- ☐ Contract
- ☐ Other *(Please List)* _____

which occurred on December 14, 20 24 in the vicinity of *(place where incident occurred)*:
(MONTH/DAY)

Southbound State Route 140, in an unincorporated area of Mariposa County
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

Claimants' were driving southbound State Route 140 when another driver crossed over the double yellow line and colliding with Claimants' vehicle. The collision caused their vehicle to overturn down an embankment. There was no guardrail that prevented the Oz Family from rolling down the hill.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

Ahmet Oz - broken toe; Melany Oz - concussion, chest soreness, bruised arm; Teoman Oz - seat belt marks on body;

Lale Oz - broken collar bone; Sezai Oz - broken nose, back, ribs, internal bleeding in lungs.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care $ Unknown at this time

Loss of earnings $ Unknown at this time

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

_____ $_____

_____ $_____

Other damages (ITEMIZE)

_____ $_____

_____ $_____

TOTAL DAMAGES INCURRED TO DATE: $ Unknown at this time

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $_____

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $_____

All notices or other communications with regard to this claim should be sent to claimant at:

Seth T. Madden, Esq., 1490 Stone Point Drive, Suite 150, Roseville, CA 95661
(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.*

Dated: 5-29-25 Signed _____
(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims
A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.